

LEASE NO. GS-06P-LMO41007

Warehouse Lease
GSA FORM L201WH (DEC 2013)

This Lease is made and entered into between

KH Bottspec, LLC

(Lessor), whose principal place of business is 2600 Grand Boulevard, Suite 700, Kansas City, Missouri 64108, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**14200 Merritt Road
Grandview, Missouri 64030**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on November 1, 2015, upon acceptance of the Premises as substantially complete as required by this Lease and continuing for a period of

20 Years, 15 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name:

Title:

Entity Name:

Date:

[Signature]
JOHN DEHAROT
Manager
KH Bottspec, LLC
July 17, 2014

Name: S. Dennis Clemons

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date:

7/20/14

FOIA, 5 U.S.C. 552
(b)(6)

WITNESSED FOR THE LESSOR BY:

Name:

Title:

Date:

[Signature]
KEVIN CARTIN
Witness
July 17, 2014

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (WAREHOUSE) (DEC 2013)

The Premises are described as follows:

A. Warehouse and Related Space: 225,617 rentable square feet yielding 222,500 ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse Space along with 23,800 square feet of wareyard and related space as depicted on the floor plans and site plan attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.4 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (DEC 2013)

The Government shall have exclusive or non-exclusive (as identified) right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Automobile Parking: 100 parking spaces for passenger vehicles as depicted on the plan attached hereto as Exhibit A of which 85 spaces shall be marked as reserved for the exclusive use of the Government. In addition, the Lessor shall provide any additional automobile parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking shall be included as part of the rental consideration.

B. Semi-Trailer Staging Area/Parking: 2 parking spaces sized for 55 foot semi-tractor trucks as depicted on the plan attached hereto as Exhibit A shall be reserved for the exclusive use of the Government. Should new fencing be required to meet this requirement, the cost of new fencing shall be paid from the Tenant Improvement Allowance (TIA) unless designated in the Security Unit Price List (incorporated by reference herein) as a part of the Shell to be provided by lessor. In addition, the Lessor shall provide such additional truck parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

C. Delivery Route:

1. At least one unobstructed route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of a route shall be 36 inches. If a route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.

2. Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.

3. Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.

4. Gratings in a route surface shall have spaces no wider than 1/2 inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

D. Delivery Ramps:

1. Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet.

2. Lessor shall provide handrails complying with "HANDRAILS" (36 CFR 1191) on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Lessor shall provide curb ramps wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

E. Antennas, Satellite Dishes, and Related Transmission Devices:

1. Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment,
2. the right to access the roof of the Building, and
3. use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

F. Loading Docks: See "LOADING DOCKS: SHELL (WAREHOUSE)" paragraph in Section 3 of this Lease.

1.03 TRUCK TURNING RADIUS REQUIREMENTS (DEC 2013)

At a minimum, a truck turning radius of 100 feet sized for 55 foot semi-tractor trailer trucks shall be provided and maintained at all times for all loading docks designed for such sized trucks. One-way design for service traffic is preferred in order to avoid the need for large turning areas.

1.04 CLEAR CEILING HEIGHT REQUIREMENTS (DEC 2013)

A minimum of 1000 ABOA SF must have a clear ceiling height of 32 feet 0 inches, measured from floor to the lowest obstruction, with the balance of the space maintaining a clear ceiling height of a minimum of 27 feet 0 inches. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (DEC 2013)

Optimal bay sizing is 30 feet 0 inches by 40 feet 0 inches on center, however, other column spacing dimensions (such as 40 feet 0 inches by 40 feet 0 inches) may be considered by the Government on a case by case basis.

The following minimum requirements apply to this Lease:

- o Bay Width: 30 feet 0 inches (the distance from one side of the bay to the other side of the bay in linear feet and inches)
- o Bay Depth: 30 feet 0 inches (the distance from the front of the bay to the back of the bay in linear feet and inches)
- o Column Spacing: Columns shall be 30 feet 0 inches linear feet apart from one another

1.06 RENT AND OTHER CONSIDERATION (DEC 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YEARS 1-5	YEARS 6-10	YEARS 11-15	YEARS 16-20
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$1,065,000.00	\$1,140,000.00	\$1,290,000.00	\$1,370,000.00
TENANT IMPROVEMENTS RENT ¹	1,184,980.00	1,184,980.00	1,184,980.00	0.00
OPERATING COSTS	172,500.00	172,500.00	172,500.00	172,500.00
BUILDING SPECIFIC AMORTIZED CAPITAL ²	6,852.00	6,852.00	6,852.00	0.00
PARKING	0.00	0.00	0.00	0.00
TOTAL ANNUAL RENT	\$2,429,332.00	\$2,504,332.00	\$2,654,332.00	\$1,542,500.00

¹The Tenant Improvement Allowance of \$13,350,000.00 is amortized at a rate of 4.0 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$77,200.00 are amortized at a rate of 4.0 percent per annum over 15 years

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 222,500 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the "Payment By Electronic Funds Transfer - Central Contractor Registration" paragraph in Section 6 "Additional Terms and Conditions" hereinafter. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
2. All costs, expenses, and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services and maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of electric, gas, and water/sewer service directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

H. INTENTIONALLY DELETED

1.07 INTENTIONALLY DELETED

1.08 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.09 INTENTIONALLY DELETED**1.10 DOCUMENTS INCORPORATED IN THE LEASE (DEC 2013)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
PLANS, ELEVATIONS & RENDERINGS	10	A
AGENCY SPECIAL REQUIREMENTS	121	B
GSA FORM 3517B, GENERAL CLAUSES	47	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	D
LESSOR'S LETTER OF CLARIFICATION	1	E

1.11 TENANT IMPROVEMENT ALLOWANCE (DEC 2013)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$60.00 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 4.0 percent.

1.12 TENANT IMPROVEMENT RENTAL ADJUSTMENT (DEC 2013)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements; and/or
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; and/or
3. Negotiate an increase in the rent.

1.13 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES AS A PERCENT OF TI CONSTRUCTION COSTS	4.875%
LESSOR'S PROJECT MANAGEMENT FEE AS A PERCENT OF TI CONSTRUCTION COSTS	2.0%

1.14 INTENTIONALLY DELETED**1.15 INTENTIONALLY DELETED****1.16 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (DEC 2013)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 225,617 RSF by the total Building space of 225,617 RSF.

1.17 OPERATING COST BASE (DEC 2013)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$172,500.00/annum.

1.18 INTENTIONALLY DELETED**1.19 INTENTIONALLY DELETED**

1.20 INTENTIONALLY DELETED

1.21 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (WAREHOUSE) (DEC 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights (such as parking, wareyards, loading docks, aprons, loading ramps and other areas to which the Government has rights under this Lease).
- B. INTENTIONALLY DELETED
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. INTENTIONALLY DELETED
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $((11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF})$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mailing or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. Defined as the total Warehouse Area, Office Area, and other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking, wareyards, loading docks, aprons, loading ramps and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas, wareyards, loading docks, aprons, loading ramps) to which the Government is granted rights.
- P. Racking System Plan. A plan that at a minimum must include clear ceiling height requirement(s), aisle width(s), shelving depth(s) and type of material(s) to be stored. In addition such Plan shall identify locations and dimensions of storage of materials in packed piles, on pallets, in racks, or on shelves.
- Q. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.
- R. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas, wareyards, loading docks, aprons, loading ramps to which the Government has rights under this Lease are not included in the Space.
- S. Warehouse and Office Space. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- T. Working Days. Working Days shall mean weekdays, excluding Saturdays, Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (DEC 2013)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the Lease Contracting Officer. The GSAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the Lease Contracting Officer, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 INTENTIONALLY DELETED

2.06 CHANGE OF OWNERSHIP (DEC 2013)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease having been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the Central Contractor Registration (CCR) database, now the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518, Representations and Certifications.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Fully Assessed. The Property is deemed to be "Fully Assessed" (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account

the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Property. "Property" has the same definition as provided in Section 2.01 of this Lease. It is the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas, wareyards, loading docks, aprons, loading ramps) to which the Government is granted rights.

Real Estate Taxes. Those taxes levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. "Real Estate Taxes" excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority. The state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year. The 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement. An authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes. The full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base. The Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

Percentage of Occupancy. That portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes: After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611),

that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

D. **Tax Appeals:** If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (APR 2011)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay, if the particular service is provided by lessor, annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. INTENTIONALLY DELETED

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within 10 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of a firm commitment of funds in an amount sufficient to perform the work.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten 10 days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.

2. Issuance of required permits for construction of the TIs.

2.11 INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (DEC 2013)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including Shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at <https://www.acquisition.gov/far/>.

- o 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- o 52.222-6 Davis-Bacon Act
- o 52.222-7 Withholding of Funds
- o 52.222-8 Payrolls and Basic Records
- o 52.222-9 Apprentices and Trainees
- o 52.222-10 Compliance with Copeland Act Requirements
- o 52.222-11 Subcontracts (Labor Standards)
- o 52.222-12 Contract Termination—Debarment
- o 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- o 52.222-14 Disputes Concerning Labor Standards
- o 52.222-15 Certification of Eligibility

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (DEC 2013)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this Lease and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov>.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet Lease performance standards.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (SEP 2008)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C. Submittal Requirements: Refer to the Green Lease Submittals paragraph of the Lease.

D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

- o Ceiling grid and tile
- o Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs

- o Duct work and HVAC equipment
- o Wiring and electrical equipment
- o Aluminum and/or steel doors and frames
- o Hardware
- o Drywall
- o Steel studs
- o Carpet, carpet backing, and carpet padding
- o Wood
- o Insulation
- o Cardboard packaging
- o Pallets
- o Windows and glazing materials
- o All miscellaneous metals (as in steel support frames for filing equipment)
- o All other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 WOOD PRODUCTS (AUG 2008)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.aboutsfi.org).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at www.cites.org/eng/resources/species.html.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (AUG 2008)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (WAREHOUSE) (DEC 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational with an adequate number of fixtures for men and women to meet current local codes based on general warehousing use. All newly installed Building Shell components, including but not limited to, heating and ventilation, electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted buildings where the corridor is common to more than one tenant. In single tenant buildings, only the fire egress corridor(s) necessary to meet code is provided as part of the Shell.

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.10 QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (DEC 2013)

The Building in which the leased Space is located shall be designed, built, and maintained in good condition, suitable for Lessee's use at all times, and in accordance with the requirements of this Lease.

3.11 VESTIBULES (DEC 2013)

A. Vestibules shall be provided at office area entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. Vestibules shall not be considered Building Common Area and not part of the ABOA SF.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.12 MEANS OF EGRESS (DEC 2013)

A. The Premises and any parking garage areas shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the Lease Award Date).

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (DEC 2013)

A. Any portion of the space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system.

B. The entire warehouse building shall be protected throughout by an automatic fire sprinkler system.

C. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

D. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

3.14 FIRE ALARM SYSTEM (WAREHOUSE) (DEC 2013)

A. A Building-wide fire alarm system shall be installed.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. Fire alarm systems shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the 911 public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to the Government's acceptance and occupancy of the Space.

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded for a speculative Building or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR Label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate

sufficient evidence of capability to earn the ENERGY STAR Label, then Lessor must earn the ENERGY STAR Label within 18 months after occupancy by the Government.

If offering a speculative Building, see also: 1) ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION, 2) SECURITY FOR NEW CONSTRUCTION, and 3) SEISMIC SAFETY FOR NEW CONSTRUCTION.

3.16 ELEVATORS (WAREHOUSE) (DEC 2013)

A. Lessor shall provide suitable passenger elevator in the office area (as necessary) and, when required by Government, freight elevator service to any portion of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in this Lease. However, one passenger elevator and, when required by Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, Lessor shall provide Government with 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Lessor shall schedule normal service interruption outside of the Government's normal working hours. Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (actual date of installation). The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators in office areas shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Passenger elevator cab walls in the office area must present a quality image and be sufficiently durable to withstand heavy use. Materials must be installed on removable panels or other replaceable devices to facilitate maintenance and renewal of finishes and shall be subject to approval by the LCO. Ceilings must be replaceable. In passenger elevators recessed down lights or indirect fixtures should be used. Passenger elevator cab floors shall be approved by the LCO and shall be carpet, wood, or high-quality resilient flooring materials. If carpet, use materials with low pile height and high density, and otherwise conform to the requirements of this lease, including sustainability requirements. Finishes for freight elevators must be very durable and easy to clean. Stainless steel walls and doors are preferred. Flooring must be sheet vinyl or resilient vinyl tile. Ceiling light fixtures must be recessed and protected from possible damage.

3.17 FLAGPOLE (AUG 2011)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag will be provided by the Lessor, as part of Shell Rent, and replaced at all times during the Lease term when showing signs of wear.

3.18 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.19 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.20 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (DEC 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the International Building Code (IBC) as of the Award Date of this Lease.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. The Lessor is encouraged to avoid the use of chrome-plated hardware.

D. There shall be unrestricted access to a minimum of two remote exits on each floor of the Government's occupancy.

E. Loading docks shall have a roll-up coiling type door with lock.

3.21 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.22 WINDOWS (APR 2011)

- A. Office Space shall have windows in each exterior bay unless waived by the LCO.
- B. All windows shall be weather tight. Operable off-street, ground-level windows and those accessible from adjacent roofs, and other structures must be fitted with sturdy locking devices.

3.23 INTENTIONALLY DELETED

3.24 PARTITIONS: PERMANENT (DEC 2013)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of Shell Rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

3.25 INSULATION: THERMAL, ACOUSTIC, AND HVAC (DEC 2013)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.26 WALL FINISHES: SHELL (JUN 2012)

Prior to occupancy, all restrooms within the building common areas of government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semi gloss paint on remaining wall areas, or other finish approved by the government.

3.27 PAINTING: SHELL (JUN 2012)

- A. The Lessor shall bear the expense for all painting associated with the Building Shell. These areas shall include all common areas, if any. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building Shell areas are already painted prior to TIs, the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the Shell Rent.

3.28 FLOORS AND FLOOR LOAD: SHELL (WAREHOUSE) (DEC 2013)

- A. All adjoining floor areas shall be of a common level, and meet ASTM Standard E1155, with a minimum levelness of Ff35 and FL25. Warehouse areas shall have a minimum live load capacity of 350 pounds per square foot. The Government may require Lessor to provide written certification of the floor load capacity, at no cost to the Government, by a registered Professional Engineer. The Government may also require calculations and structural drawings at no cost to the Government, by a registered Professional Engineer.
- B. Floor Sealant: Warehouse concrete flooring sealer consisting of a concrete prime coat (xylene/organic silicones) and a moisture curing polyurethane membrane shall be applied to the entire floor area to minimize dust accumulation during normal warehouse operations.

3.29 INTENTIONALLY DELETED

3.30 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in the office Space.

3.31 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of Shell Rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.32 ELECTRICAL: SHELL (WAREHOUSE) (DEC 2013)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. The electrical panel supplying electrical service to the warehouse Space shall be located in an enclosed room. The enclosed room should only contain electrical infrastructure and not used for any other purpose. The enclosure must be located within the warehouse Space to be leased and not serve other non-leased facilities. The enclosure shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch. The electrical distribution panels enclosed in the electrical room shall include both 277/480 volt 3-phase and 120/208 volt 3 phase. A minimum of 150 amps at 240/120 volts per 4,000 rentable square feet of leased Space inclusive of lighting circuits (but assuming no air conditioning mechanical load) shall be provided to circuit breaker panel boxes in the Space. All switchgear, fuses, and circuit breakers shall be plainly marked or labeled to identify circuits and/or equipment supplied through them. All office Space shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the office Space fall below 4 watts per ABOA SF of Office area. Lessor must provide one watt per ABOA SF for electrical power distribution for warehouse areas.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.33 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

If the government pays separately for electricity, no more than 500 sf of office space may be controlled by one switch or automatic light control for all office space on the government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the LCO.

3.34 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the Shell Rent.

3.35 DRINKING FOUNTAINS (WAREHOUSE) (DEC 2013)

Lessor shall provide at least one chilled water fountain for the Premises. If more than one fountain is required by local building codes based on general warehouse use of the Premises, they also shall be provided by Lessor as part of the Shell Rent. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.36 RESTROOMS (WAREHOUSE) (DEC 2013)

A. For Warehouse Area, Lessor shall provide at its cost, restroom facilities which are handicap accessible, with an adequate number of fixtures for men and women to meet current local codes based on general warehousing use.

B. For office area within the warehouse Building, the Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the Government in accordance with the following table. The table is per floor and based on a density of one person for each 135 ABOA SF, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures must then be updated to meet the schedule as part of the major alterations.

ESTIMATED TOTAL NUMBER OF PEOPLE PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

C. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

D. Each main restroom shall contain the following:

- o A mirror and shelf above the lavatory;
- o A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing;
- o A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
- o At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- o A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall;
- o A disposable toilet seat cover dispenser;

- o A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge; and
- o A floor drain.

For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour. The exhaust fan systems shall be provided with a 24/7 seven day clock to allow programming.

3.37 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at <http://www.epa.gov/watersense/>.

3.38 JANITOR CLOSETS (JUN 2012)

- A. Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on each floor. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch.
- B. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.39 HEATING AND VENTILATION: SHELL (WAREHOUSE) (DEC 2013)

A. Warehouse Areas: Temperature control for all warehouse areas shall be provided by ceiling mounted heating equipment capable of maintaining a minimum temperature of 68 degrees Fahrenheit (with all doors closed) throughout the warehouse area during the heating season regardless of the outside temperature. Unit heaters shall be controlled by individual thermostats mounted in the area of the unit heaters, or controlled from a central master time clock of the 7-day type with a separate manual override switch (12 hours) or other automatic means to permit setback of temperature at night and on weekends. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative. Central air rotation units will be acceptable if loading dock areas are equipped with unit heaters for direct heating over doors. In the warehouse area, unit heaters shall be mounted tight to the ceiling for maximum headroom. Lessor shall provide ventilation/air circulation in accordance with the latest version of ASHRAE 62.1.

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. Equipment Performance: Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

E. Ductwork Re-use and Cleaning: Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

F. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

G. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 8. Final filters shall have a MERV efficiency of 13.

H. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

I. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:

1. An automatic air or water economizer cycle shall be provided to all air handling equipment, and
2. The Building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

J. Warehouse and Office areas: HVAC systems must conform to the locally approved building code.

3.40 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of ½ inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.41 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications provider's access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.42 LIGHTING: INTERIOR AND PARKING - SHELL (WAREHOUSE) (DEC 2013)

A. Warehouse/Storage Space & Overall:

1. Lessor shall provide a minimum lighting level of 10 foot-candles, as measured 30 inches above the floor, in aisles and open storage areas in the warehouse Space with the storage racks full. Lessor shall provide a minimum lighting level in the shipping and receiving areas of 30 foot-candles, when measured 30 inches above the floor. Lessor must provide lighting that is equivalent to the energy efficiency requirements in any office areas. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all non-office areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided as part of Shell Rent in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

2. Occupancy Sensors: The Lessor shall provide ceiling mount occupancy sensors (over aisles and open areas), or scheduling controls through a building automation system (BAS) throughout the storage portion of the Space in order to reduce the hours that the lights are on when a particular area is unoccupied. No more than 1000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after any BAS has shutdown the building at the end of the workday.

B. Building Perimeter:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels, (especially at loading dock doors), shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 10:1. Sodium vapor lighting fixtures are prohibited.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

C. Parking Structures: The minimum illuminance level for parking structures is 1 foot-candle as measured on the floor with a uniformity ratio of 10:1. Sodium vapor lighting fixtures are prohibited.

D. Parking Sensors: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

E. Exterior Power Backup: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.43 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Reverberation Control: Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have a NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have a NRC of not less than 0.85.

B. Ambient Noise Control: Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

C. Noise Isolation: Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

1. Conference rooms: NIC 40
2. Offices: NIC 35

D. Testing: The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.44 ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010)

A. All new construction shall achieve an Energy Star Label within 18 months after occupancy by the Government.

B. To earn the Energy Star Label, a Building owner or representative must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>.

C. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

3.45 INTENTIONALLY DELETED

3.46 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)

For leases requiring new construction, the space will not be considered substantially complete until the LCO receives the Seismic Form F, Certificate Of Seismic Compliance – New Building. This form must be completed by the civil or structural engineer and certify that the building was designed and constructed in accordance with the appropriate local code.

3.47 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2013)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).

2. After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.

3. Any deviation from this ventilation plan must be approved by the LCO.

4. The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a MERV of 13 or better.

5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.

3.48 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.49 LOADING DOCKS: SHELL (WAREHOUSE) (DEC 2013)

- A. Lessor shall provide a minimum of 6 loading docks for the exclusive use of the Government.
- B. Lessor shall equip each dock with two molded rubber bumpers (at least 6 inches by 12 inches by 14 inches) and heavy-duty bump blocks (the dock must be fully protected with edge guards and dock bumpers). Lessor shall equip each dock with exterior dock seals to prevent the exchange of air from indoors to outdoors and vice versa when the trailer docked for loading or unloading. The entire loading dock bay shall be enclosed unless otherwise specified by Lessee. Lessor shall provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.
- C. Dock-high doors shall be a minimum of 8' wide by 10' high and shall be approximately 48" above finished exterior grade unless otherwise specified in the Agency Special Requirements. Doors shall be insulated (R8 or better) with 2" angled, metal track and manual push-up. Door shall be spring loaded to assist opening and to safe return to the closed position. Weather-tight seals shall be provided around all 4 sides of the doors.
- D. Drive-in doors shall be a minimum of 12' wide by 16' high unless otherwise specified in the Agency Special Requirements. The slope of the ramp shall not exceed 8.3% or by local code, whichever is more stringent. Doors shall be insulated (R8 or better) with 2" angled, metal track with chain hoist for opening and closing. Weather-tight seals shall be provided around all 4 sides of the doors.
- E. Lessor shall equip each dock with hydraulic dock levelers. If exterior to the building, the entire loading dock bay shall be enclosed unless otherwise specified by Lessee. Any open loading docks must be covered at least 4 feet beyond the edge of the loading dock platform over the loading berth. Lessor shall provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.
- F. Lessor shall provide sufficient ventilation to remove carbon monoxide even when doors and windows are shut. Ventilation air intakes must be at least 25 feet away from loading docks, garage entries, and similar carbon monoxide contamination points. Docks shall be separated by at least 50 feet in any direction from utility rooms, utility mains, and service entrances, including electrical, telephone/data, fire detection/alarm systems, fire suppression water mains, cooling and heating mains, etc. All regular and emergency fuel storage locations shall be located away from loading docks.
- G. All dock wells shall be level throughout. Each dock shall have a roll-up, coiling type industrial steel warehouse door with lock. The loading dock area shall be nearly flat with a 1:50 slope for drainage. The minimum headroom in the loading berth and apron space is 15 feet. When a steeper slope is required in the apron area, the headroom must increase with a gradient allowance to permit trucks to traverse the grade change. If the approach to the loading dock is ramped, the design must permit easy snow removal.
- H. Lessor shall equip each loading dock with adjustable lights capable of illuminating the truck or van interior. Each dock shall have either a trailer lock or wheel chocks chained to the platforms. The Lessor shall provide a ramp from the loading dock down to the vehicle parking area to facilitate deliveries from small trucks and vans. This ramp must have a maximum 8.3% slope. Public and loading dock access must not be from the same point of access (at least one personnel door shall be provided in addition to overhead doors).
- I. All docks shall provide shelter for personnel and materials in inclement weather. Operating controls for individual dock doors, dock levelers and lights shall be located on the interior wall adjacent to each dock door.
- J. Service dock access may be from an alley, from a below grade ramp, or from a site circulation drive. Lessor shall provide sufficient space for 55 foot semi-tractor trailer trucks to maneuver and service the facility, and also to screen the service drive as much as possible. At a minimum, Lessor shall provide a truck turning radius of 100 to serve all loading docks. The service drive must always be separated from access to the parking area. One-way design for service traffic is preferred in order to avoid the need for large turning areas. The service area of the facility must not interfere with public access roadways.
- K. Lessor shall provide at least one off-street berth for loading and unloading. Loading berths must be located adjacent to the loading dock areas. Unless otherwise specified by local zoning regulations, a single berth must be a minimum of 15 feet wide and sized for the longest vehicle servicing the building as determined by Lessee. Additional loading berths do not need to be wider than 12 feet if they are contiguous with another loading berth. Lessor shall provide an apron space in front of the loading berth for vehicle maneuvering equal to the length of the berth plus 2 feet. The apron must be relatively flat and have positive drainage with a minimum slope of 2%. The minimum headroom in the loading berth and apron space is 15 feet. If programming forces a steeper slope in the apron area, the headroom should increase with a gradient allowance to allow trucks to traverse the grade change.
- L. Loading dock areas must be separated and visually screened, to the extent practical, from the main public building entrance(s). Lessor shall provide an internal staging area adjacent to the loading dock. The staging area must not interfere with emergency egress from the building. Loading docks must have a direct route to freight elevators (if any) and be sized to accommodate the transport of supplies, equipment replacement parts, and building goods. If provided for, a dock manager's room must have visual control of the entire dock area as well as the building entrance and exit. Service circulation must be separated from public areas such as lobbies, corridors, and elevators. Loading dock stairs must be on the driver's left when backing into the dock. The grade of the apron must slope away from the loading dock and shall not exceed an 8.3% slope.
- M. Trash rooms must be located adjacent to loading docks or service entrances. Trash rooms must be sized to accommodate the trash handling equipment required and provide storage for trash and recycling generated during any 3 day occupancy of the building. Space must be allowed for sorting and recycling of paper, bottles and cans, metals, and other materials. Facilities that use trash containers that are picked up by vendors must have at least one loading berth for the trash container.

3.50 EMERGENCY POWER TO CRITICAL SYSTEMS (DEC 2013)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire alarm systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere within this Lease. Costs for emergency power to critical systems that are security requirements should be allocated to the BSAC cost component.

3.51 MECHANICAL AREAS AND BUILDING ROOFS (DEC 2013)

Roof access shall meet the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code or IBC (current as of the Award Date of this Lease).

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (WAREHOUSE) (DEC 2013)

Design and construction activities for the Space shall commence upon Lease award. If the successful offer is for a speculative Building, construction of the Shell shall commence or continue irrespective of the following. With regard to the TIs, the Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Design Intent Drawings: For the purposes of this Lease, design intent drawings (DIDs) are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

- o Generic furniture layout, wall, door, and built-in millwork locations;
- o Telephone, electrical, and data outlet types and locations;
- o Information necessary for calculation of electrical and HVAC loads;
- o Work related to security requirements;
- o Finish selections;
- o Racking System Plan; and
- o Exits and fire department access doors in place or any proposed exits, aisles, and fire department access doors.

B. Lessor-Provided DIDs: The Lessor must submit to GSA, as part of the Shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 20 Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Lessor shall schedule a DID workshop on mutually convenient days and times with the Government (GSA and the tenant agency) for the purpose of providing information and direction in the development of DIDs. The Lessor shall provide a budget proposal for the TIs and associated work as shown on the DIDs. The budget proposal shall be completed within 15 Working Days of the completion of the DIDs without subsequent request by the Government.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 15 Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay in approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 120 Working Days following the approval of DIDs. The schedule for completion of CDs shall include time for the Government to review and provide comments to the Lessor at each of 50 percent, 95 percent and 100 percent drawing phases. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall promptly provide direction to the Lessor, however, the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have 15 Working Days to review the 50 percent, 95 percent and 100 percent CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall update the TI budget proposal required under sub-paragraph B above and provide such within 10 working days after the due date for each CD phase outlined in sub-paragraph D above.

G. INTENTIONALLY DELETED

H. Negotiation of TI price proposal and issuance of notice to proceed (NTP): The Government shall issue NTP within 15 Working Days following the submission of the 100 percent TI price proposal, provided that the TI price proposal conforms to the requirements of the paragraph titled "Tenant Improvements Price Proposal" and the parties negotiate a fair and reasonable price for TIs.

I. INTENTIONALLY DELETED

J. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 150 Working Days following issuance of NTP. The Lessor shall coordinate with the Government and its contractors to provide access to the premises for the installation of tele-data wiring, furniture and fixtures, etc. 30 Working Days prior to the scheduled date of completion of the TIs.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (DEC 2013)

The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building Shell Rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

4.04 INTENTIONALLY DELETED

4.05 TENANT IMPROVEMENTS PRICING REQUIREMENTS (DEC 2013)

A. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

B. The TI scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

C. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

D. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of Shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup shall conform with the TICS table Masterformat cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

E. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building Shell items shall be clearly identified on the TICS Table separately from the TI costs.

F. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

G. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.06 GREEN LEASE SUBMITTALS (JUN 2012)

The Lessor shall submit to the LCO:

A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted along with the DIDs.

B. MSDS or other appropriate documents upon request for products listed in the Lease.

C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.

D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.

E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.

F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs to be reflected on the CD submission.

H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.

I. A written commissioning plan submitted to the LCO prior to the completion of DIDs that includes:

1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and

2. A description of how commissioning requirements will be met and confirmed.

J. Upon receipt of final LEED ® certification, provide certificate along with electronic file of supporting documentation.

K. If renewable source power is purchased, provide documentation within 9 months of occupancy.

4.07 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within 5 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.08 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 20 Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (JUN 2012)

The Government shall have the right to access any space within the Building during the conduct of interior construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 CONSTRUCTION INSPECTIONS (APR 2011)

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.11 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEC 2013)

A. Ten Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building Shell and TIs conforming to this Lease and the approved DIDs is substantially complete, a building Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid building C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue building C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report from a licensed fire protection engineer indicating the Space and Building are compliant with all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.12 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.13 AS-BUILT DRAWINGS (JUN 2012)

Not later than 30 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.14 LIQUIDATED DAMAGES (JUN 2012)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages \$2,800.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

4.15 INTENTIONALLY DELETED

4.16 LESSOR'S PROJECT MANAGEMENT FEE (DEC 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

- o Legal fees;
- o Travel costs;
- o Insurance;
- o Home office overhead and other indirect costs;
- o Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date;
- o Municipal, county, or state fees (not related to sales tax);
- o TI proposal preparation costs; and
- o Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

- o Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
- o Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
- o Conduct and document design and construction project meetings;
- o Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
- o Maintain Request for Information (RFI), submittal, and change order logs; and
- o Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (DEC 2013)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated as TIs within this section, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (JUN 2012)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 15 Working Days after the Lease Award Date. GSA must deliver necessary finish selections to the Lessor within 5 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.03 WINDOW COVERINGS (WAREHOUSE) (JUN 2012)

Window Blinds: All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

5.04 DOORS: SUITE ENTRY (DEC 2013)

Office suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (DEC 2013)

Doors within the office Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (DEC 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.08 PARTITIONS: SUBDIVIDING (JUN 2012)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.09 CEILINGS: TI (WAREHOUSE) (DEC 2013)

Government designated office and related areas shall contain a complete acoustical ceiling system (such a ceiling system include grid and lay-in tiles or other Building standard ceiling system as approved by the LCO).

A. Ceilings in office and related areas shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TI, then Lessor shall be responsible for all costs for the disassembly, storage during construction, and subsequent re-assembly of ceiling components which may be required to complete the TI. Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TI.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms: Plastered or spackled and taped gypsum board.
2. Offices and conference rooms: Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an alternative pre-approved by the LCO. Tiles or panels shall contain recycled content.
3. Corridors and eating/galley areas: Plastered or spackled and taped gypsum board or mineral acoustical tile.

5.10 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.11 PAINTING: TI (DEC 2013)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per liter (g/L).
 - b. Non-flats: 150 g/L.
4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
6. Floor coatings: 100 g/L.
7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.
9. Stains: 250 g/L.

C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.12 FLOOR COVERINGS AND PERIMETERS: TI (WAREHOUSE) (DEC 2013)

A. Carpet tiles meeting the requirements set forth in the specifications below shall be installed in all office areas. Office area floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. Specifications for carpet to be newly installed or replaced:

1. Product sustainability and environmental requirements: In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.

2. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials.

3. Low emitting materials: The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.

4. Face fiber content: Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

5. Performance requirements for broadloom and modular tile:

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).

b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.

c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

6. Texture Appearance Retention Rating (TARR): Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7. Carpet reclamation: Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

8. Warranty: Submit a copy of the manufacturer's standard warranty to the LCO within the first 30 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING: TI (JUN 2012)

A. Office Areas: Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Zone Control: Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

5.14 ELECTRICAL: DISTRIBUTION – TI (DEC 2013)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (JUN 2012)

The Lessor shall be responsible for the design and installation of data cable as part of the TI. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING - TI (WAREHOUSE) (DEC 2013)

A. Warehouse Areas:

1. **Fixtures:** High efficiency T-8, T-5, LED or other high efficiency lighting approved by the LCO and associated ballasts or drivers shall be designed and installed in consideration of the stacking plan. Lamps shall maintain a uniform color level throughout the lease term. Any additional lighting fixtures and/or components required beyond what would have been provided for an open warehouse 10 foot candle plan plus shipping & receiving areas of 30 foot candles (Shell) are part of the TIs.

2. Lighting levels for the warehouse, shipping, and receiving portions of the Space is detailed in Section 3 and is part of Shell.

3. **Building Perimeter:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease. Such additional lighting required to meet Security Requirements shall be a BSAC cost.

B. **Office Areas:** For pricing estimating purposes, fixtures in office areas will be installed at the average ratio of 1 fixture per 80 ABOA SF.

1. **Fixtures:** High efficiency T-8, T-5, or LED or other high efficiency lighting approved by the LCO and associated ballasts or drivers shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

2. Lighting Levels with task lighting: Fixtures shall have a minimum of two tubes and shall provide 30 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1 for 80 percent of the total office portion of the Space, and 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1 for the remaining 20 percent of the office portion of the Space.

3. Power Density:

a. Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

b. New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

4. Daylighting Controls: The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in office work areas.

5. Occupancy/Vacancy Sensors: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through a building automation system (BAS) throughout the office portion of the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. Occupancy sensors only shall be installed in the non-office areas of the Space as part of Shell Rent. No more than 500 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after any BAS has shutdown the building at the end of the workday.

5.20 INTENTIONALLY DELETED

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 6:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate and professional appearance.

6.02 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)

A. If any utilities are excluded from the rental consideration, the Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, Energy Efficient Design of New Buildings except Low Rise Residential Buildings, or more restrictive state or local codes.

B. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub meters are not acceptable. The Lessor shall furnish in writing to the Government, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

C. The Building operating plan shall be in effect as of the Lease Term Commencement Date and shall include a schedule of startup and shutdown times for operation of each Building system, such as lighting, HVAC, and plumbing.

6.03 INTENTIONALLY DELETED

6.04 HEATING AND AIR CONDITIONING (WAREHOUSE) (DEC 2013)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. In all office areas, during non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. In all office areas, thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse areas shall be tempered to a minimum of 68 degrees Fahrenheit during the heating season and 85 degrees Fahrenheit during the cooling season.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

6.05 INTENTIONALLY DELETED

6.06 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the office area and common area of the Premises in a clean condition and shall provide supplies and equipment for these areas for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily: Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week: Sweep or vacuum stairs.

C. Weekly: Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks: Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly: Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months: Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year: Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year: Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually: Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years: Shampoo carpets in all offices and other non-public areas.

K. Every five years: Dry clean or wash (as appropriate) all draperies.

L. As required: Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control: Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.07 SELECTION OF CLEANING PRODUCTS (APR 2011)

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

- A. Use products that are packaged ecologically;
- B. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and,
- C. Minimize the use of harsh chemicals and the release of irritating fumes.

NOTE: Examples of acceptable products may be found at www.gsa.gov/p2products.

6.08 SELECTION OF PAPER PRODUCTS (JUN 2012)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) with recycled content conforming to EPA's CPG.

6.09 SNOW REMOVAL (WAREHOUSE) (DEC 2013)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways, loading docks, dock ramps, and entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep sidewalks, walkways, loading docks, dock ramps, and entrances free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.10 MAINTENANCE AND TESTING OF SYSTEMS – WAREHOUSE (DEC 2013)

A. The Lessor is responsible for the total maintenance, repair and replacement of the leased Premises, the Building, and the Property. Such maintenance, repairs and replacements include the site and private access roads, and all necessary repairs and replacements to the loading docks, ramps, levelers and all other associated equipment and features. All equipment and systems shall be maintained, repaired, and replaced to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations or testing inspection, testing, and maintenance of fire protection systems, such as fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.11 MAINTENANCE OF PROVIDED FINISHES (DEC 2013)

A. Paint and wall coverings. The Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every 3 years;

2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense; and

3. If the warehouse portion of the Space was painted originally, Lessor shall perform cyclical repainting of the warehouse portion at the same cycle as the office and related space. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. The Lessor shall repair or replace flooring at any time during the Lease term when:

- o Backing or underlayment is exposed;
- o There are noticeable variations in surface color or texture;
- o It has curls, upturned edges, or other noticeable variations in texture;
- o Tiles are loose; or,
- o Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space every 7 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

4. Except when damaged by the Government, Lessor shall reseal flooring in warehouse areas whenever there are noticeable variations in surface color or texture.

6.12 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.13 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations. The Lessor shall annually consult with a tenant representative identified by the LCO to review the performance of the Building superintendent and/or the property management company and shall work with the Government to quickly resolve problems or replace the Building superintendent and/or property management company if, in the reasonable opinion of the Government, the Building superintendent's and/or property management company's performance is inadequate.

6.14 IDENTITY VERIFICATION OF PERSONNEL (DEC 2013)

A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

C. Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

1. **Manual Process:** The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.

2. **Electronic Process:** The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP). The contractor/personnel will have up to 7 business days to login and complete the e-QIP for the background investigation. The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:

- o How to Log In;
- o How to Answer and Create New Golden Questions;
- o What Additional Documents to Send;
- o To Print and Sign two Signature Forms (Certification That My Answers Are True);
- o To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process; and
- o Where to Send.

The Lessor must ensure prompt input, and timely receipt of the following, from their contractor/personnel:

- o Two FBI Fingerprint Cards (Form FD-258) or one card produced by a livescan device;
- o Certification That My Answers Are True; and
- o Authorization for Release of Information.

D. The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation to ensure the completion of the investigation.

E. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

F. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every employee covered by this paragraph on a 5 year basis.

G. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.15 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 30 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.16 LANDSCAPING (JUN 2012)

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

6.17 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.18 RECYCLING (WAREHOUSE) (JUN 2012)

- A. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.
- B. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.
- C. The Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

6.19 RANDOLPH-SHEPPARD COMPLIANCE (JUN 2012)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with the Randolph-Sheppard vending facilities.

6.20 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (DEC 2013)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. Marking SBU: Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If GSA identifies SBU content, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. Authorized SBU Recipients: SBU Building Information must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building Information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building Information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building Information to public safety entities.

C. Dissemination of SBU Building Information:

1. Electronic Transmission: Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building Information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building Information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. Non-Electronic Form or on Portable Electronic Data Storage Devices: Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. Mail: Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In Person: Contractors must provide SBU Building Information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. Record Keeping: Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum:

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO. For Federal buildings, final payment may be withheld until the lists are received.

D. Retaining SBU Documents: SBU Building Information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. Destroying SBU Building Information: SBU Building Information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. Notice of Disposal: The contractor must notify the LCO that all SBU Building Information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. Incidents: All improper disclosures of SBU Building Information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building Information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. Subcontracts: The Contractor must insert the substance of this paragraph in all subcontracts.

6.21 INDOOR AIR QUALITY (DEC 2013)

A. The Lessor shall control contaminants at the source and/or operate the Space, as well as in space serving the Space (e.g., common use areas, janitorial closets, mechanical rooms, HVAC systems, etc.), in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.22 RADON IN AIR (DEC 2013)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: <http://www.epa.gov/radon/zonemap.html>.

6.23 INTENTIONALLY DELETED

6.24 INTENTIONALLY DELETED

6.25 HAZARDOUS MATERIALS (DEC 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

C. All hazardous materials stored in the Space must be kept and maintained according to applicable Federal, State, and local environmental regulations. The Government will notify Lessor of any hazardous materials it will store in the Space.

6.26 MOLD (DEC 2013)

A. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators).

C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant (the Inspector) who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the Space for the presence of actionable mold or mold indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the Report) to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of actionable mold or indicators in the leased Space.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be untenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

E. If the Report indicates that actionable mold or indicators are present in the leased Space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: (1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the Plan) and within 90 days after the Government's approval of the Plan, remediate the actionable mold or the indicators in the leased Space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the actionable mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased Space shall be

subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and (2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased Space of the nature, location and schedule for the planned remediation and reasons therefore.

F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.

G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

6.27 OCCUPANT EMERGENCY PLANS (APR 2011)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (APR 2011)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

6.29 PORTABLE FIRE EXTINGUISHERS (DEC 2013)

Lessor shall provide, inspect, and maintain portable fire extinguishers in accordance with NFPA No. 10.

6.30 TRASH DUMPSTER SERVICE (DEC 2013)

Lessor must provide trash dumpster service for the Space on a weekly basis. Lessor must provide an outdoor area for (1) 3 cubic yard dumpster, conveniently located near the Government's loading area for the trash at no additional charge to the Government.

6.31 INTENTIONALLY DELETED

6.32 ACCESS TO BUILDING INFORMATION (DEC 2013)

Building Information—including mechanical, electrical, vertical transport, fire protection and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The LCO may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the Building directory.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY STANDARDS (JUN 2012)

The Lessor agrees to the requirements of Security Level II attached to this Lease.

7.02 WIND LOAD HARDENING

A. The entire facility must be certified by a licensed engineer as sufficient to withstand 99 mile per hour winds. Costs associated with this requirement shall be a Shell cost.

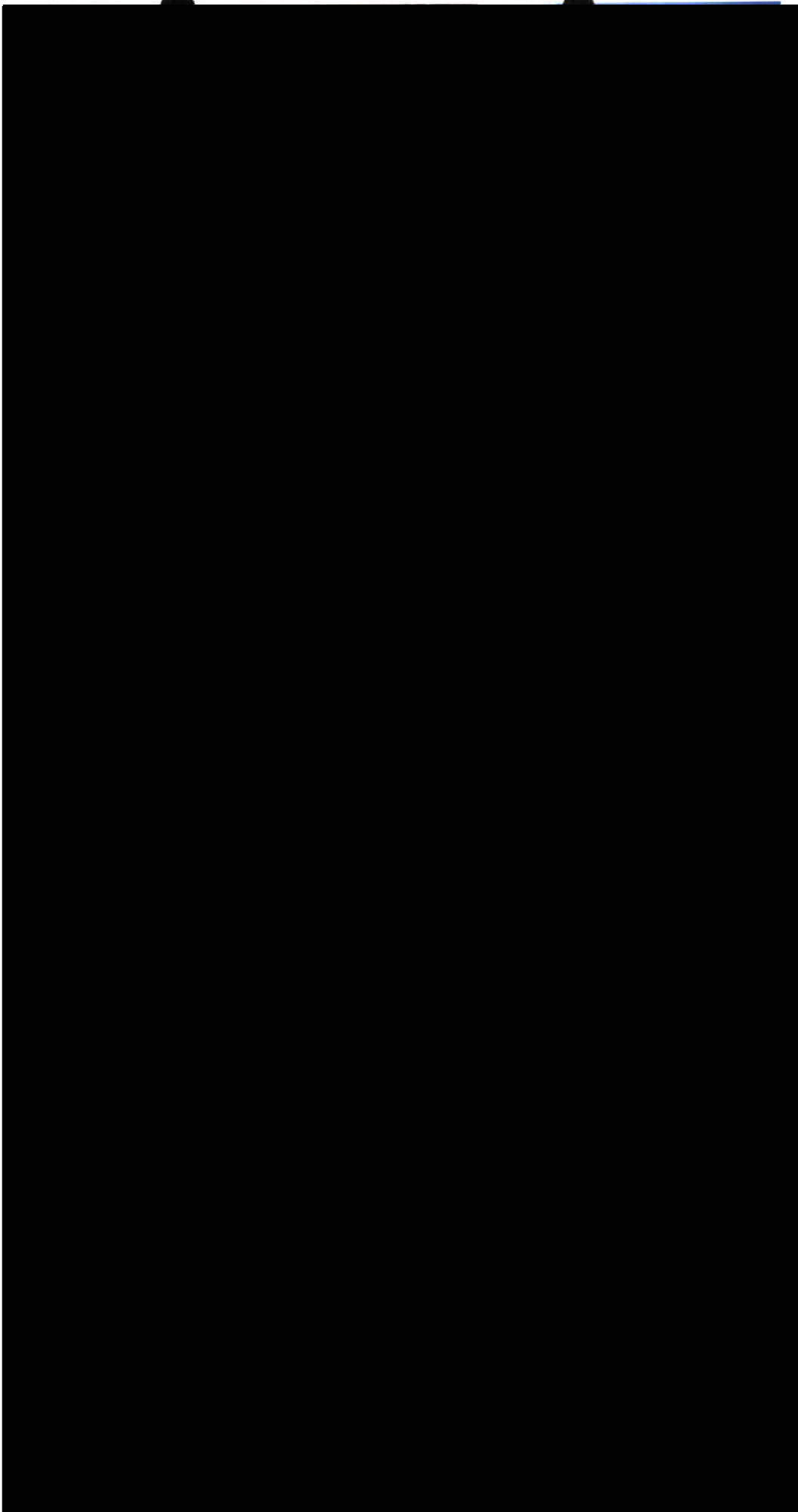
B. A minimum of 5000 ABOA SF of space must be wind hardened to withstand 160 mile per hour winds. The expenses associated with the hardening will be a TI cost.

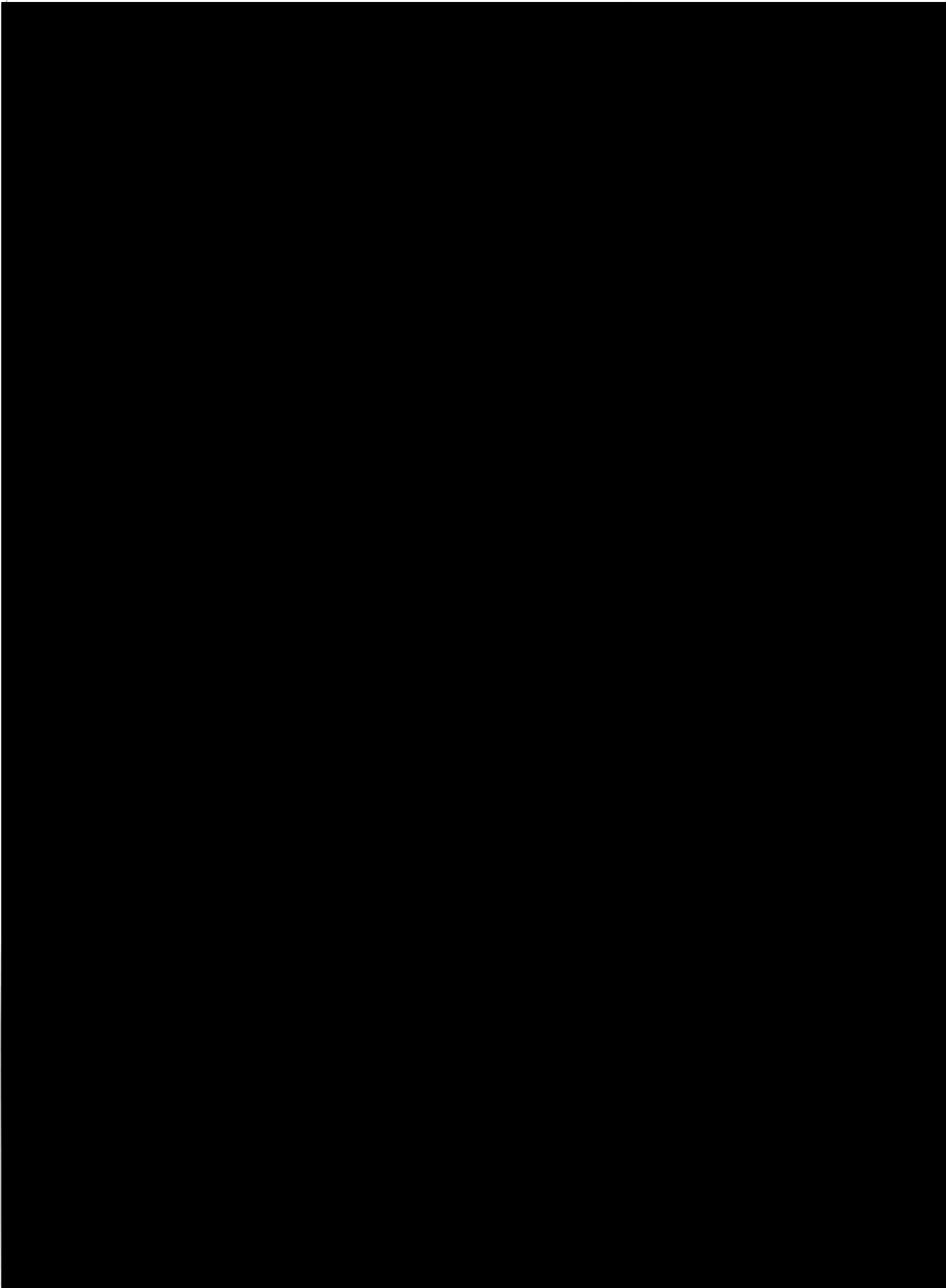
7.03 INTEGRATED DESIGN: INDUSTRIAL FIXED SHELVING AND FURNITURE

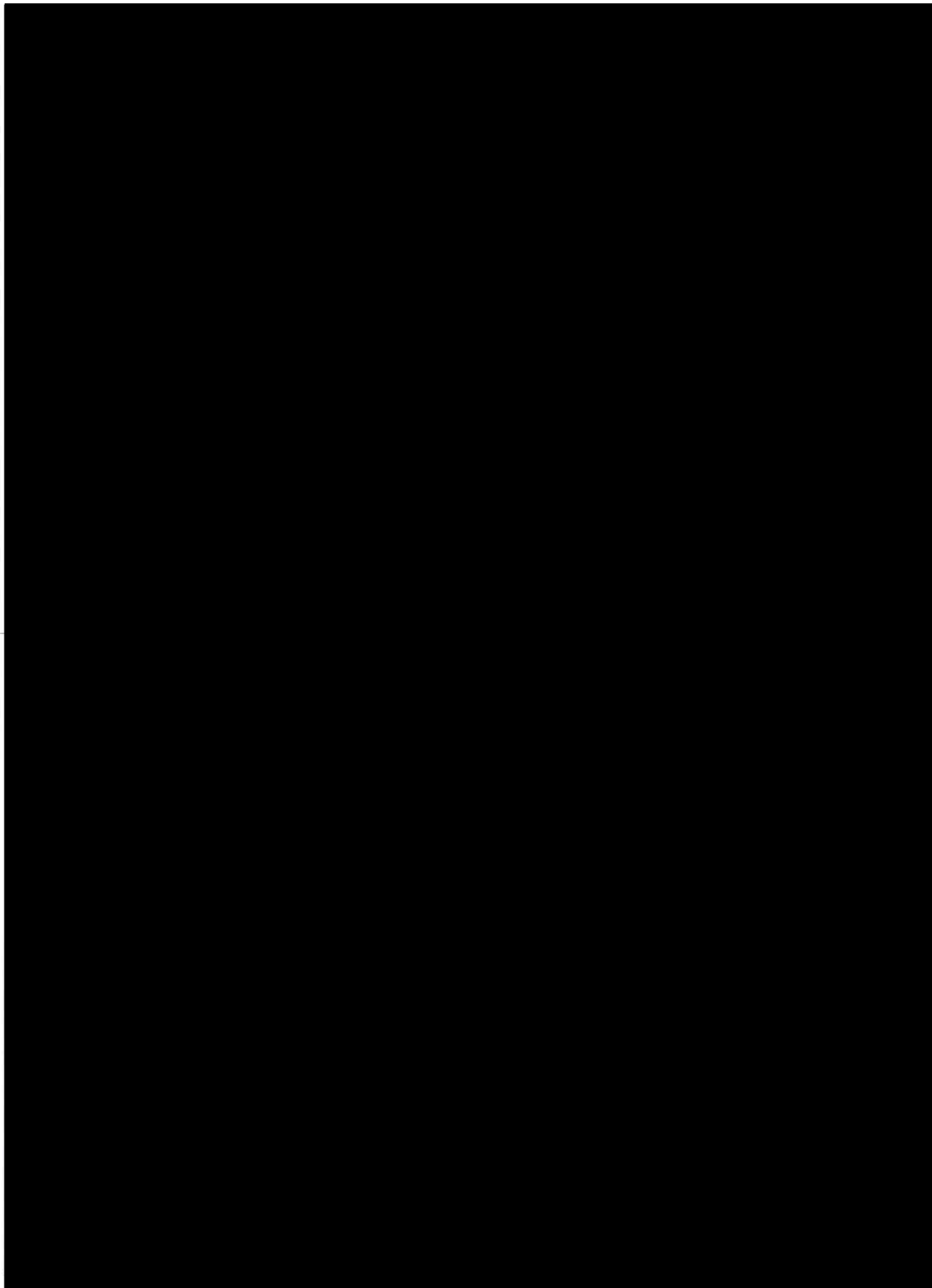
Industrial fixed shelving and office furniture layout shall be part of facility design to be provided by the Lessor.

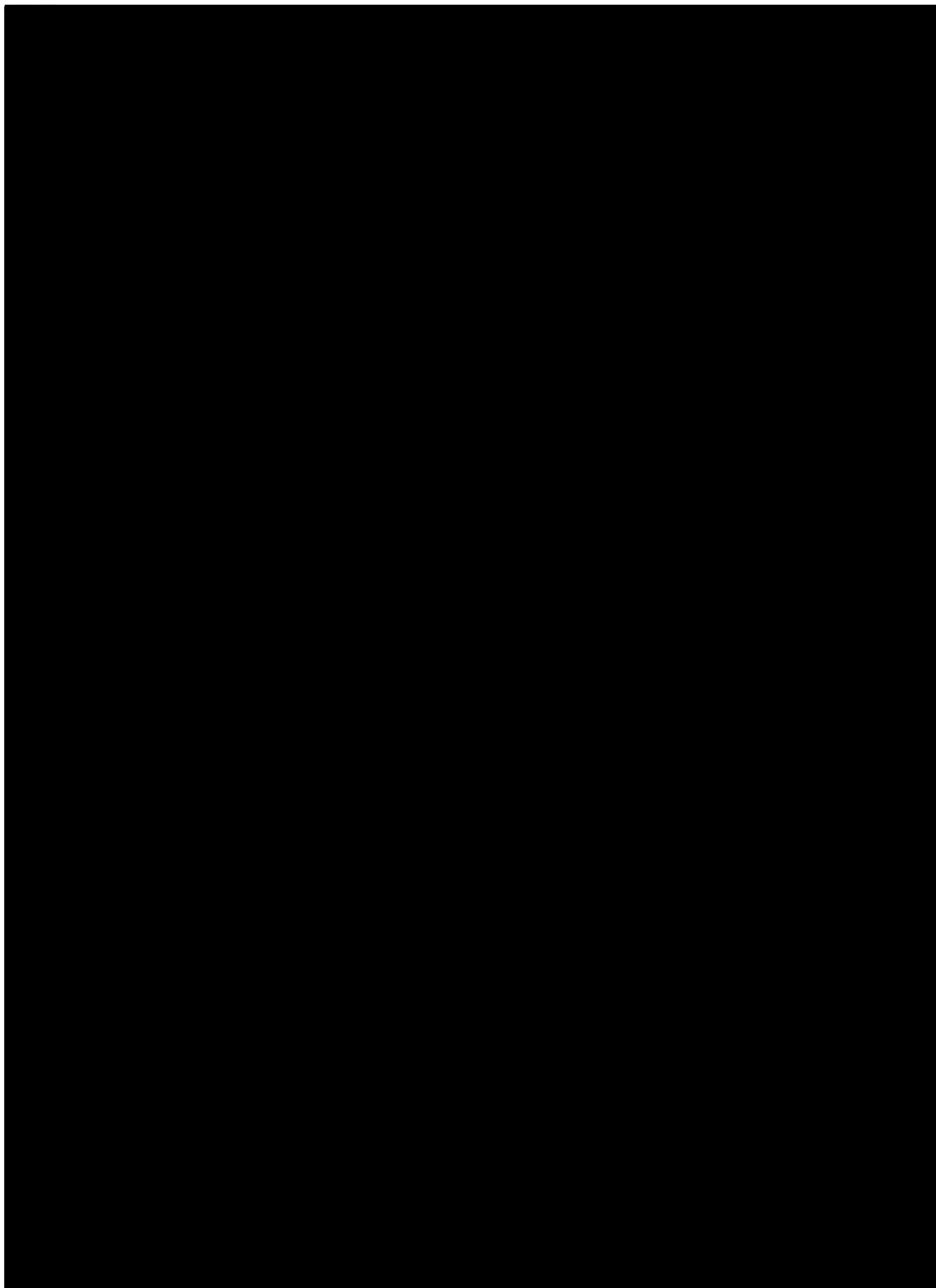
7.04 NEXRAD PEDESTAL REQUIREMENTS

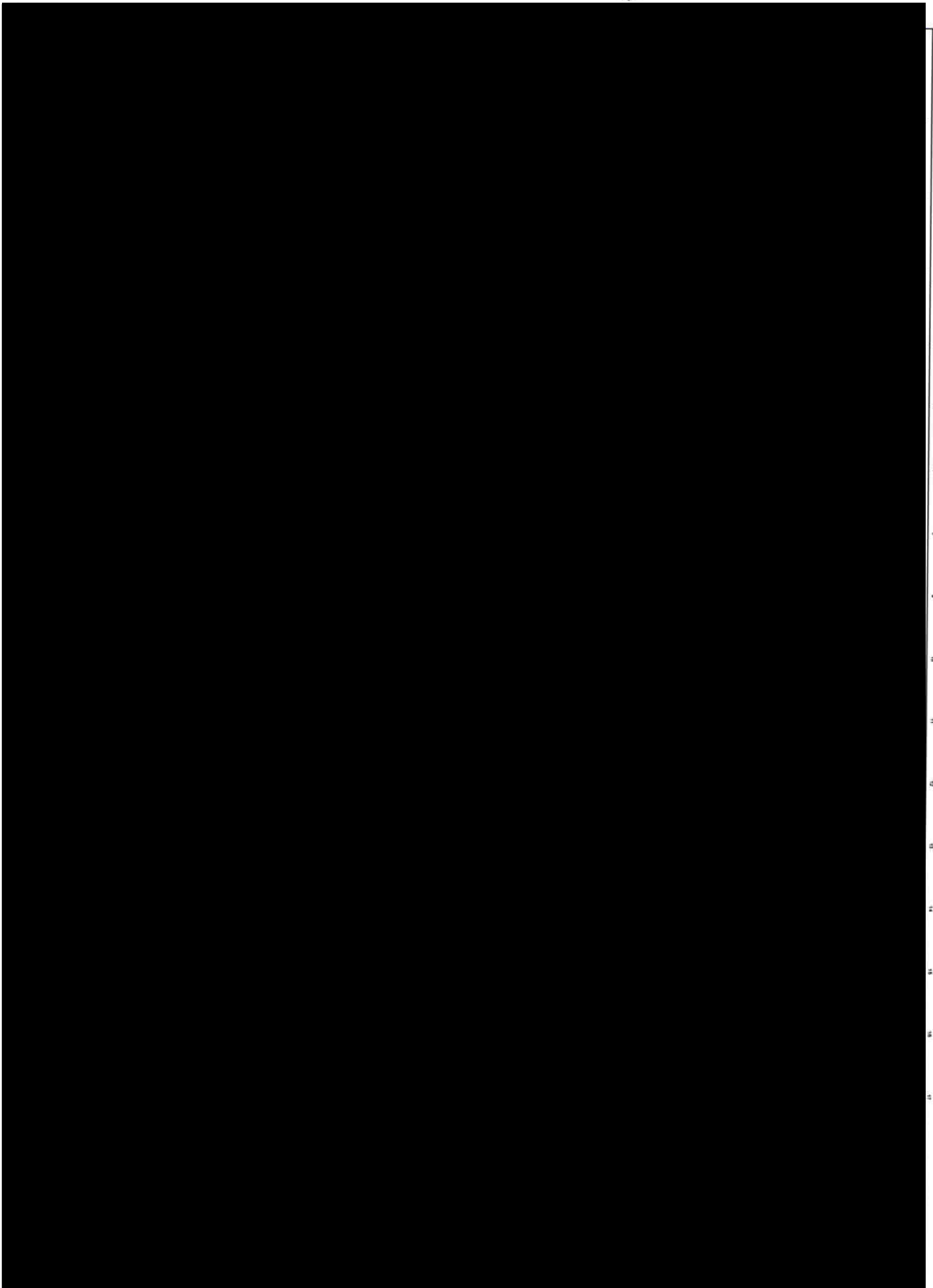
The Government intends to install a Next Generation Radar (NEXRAD) Pedestal inside the Building. The NEXRAD requires approximately 1000 ABOA SF with a 32 foot clear ceiling height. The NEXRAD weighs approximately 23,000 pounds. The Lessor shall give consideration to the size and dynamic load for moving NEXRAD pedestal into place as well as the static load at the location for installation.



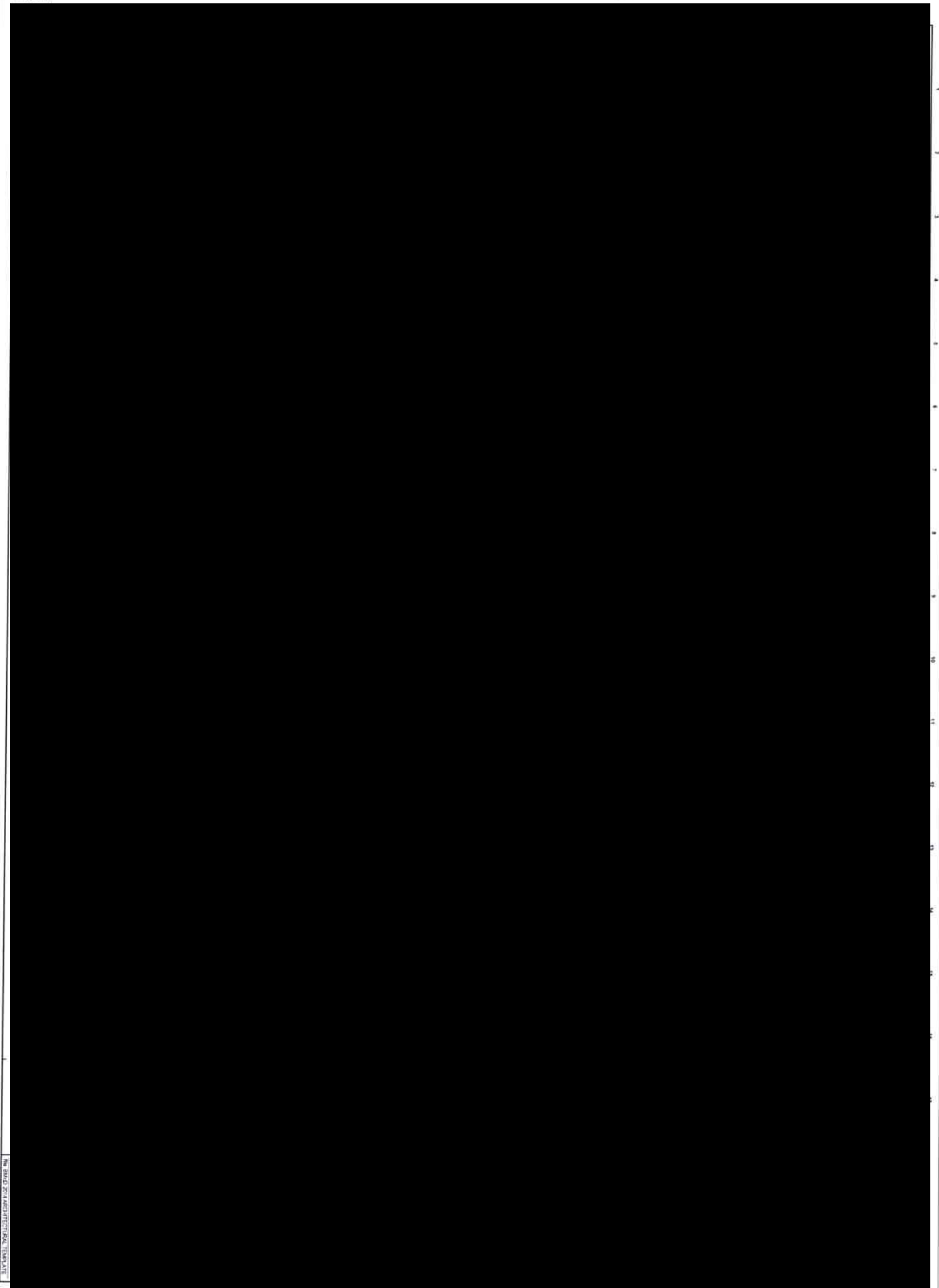


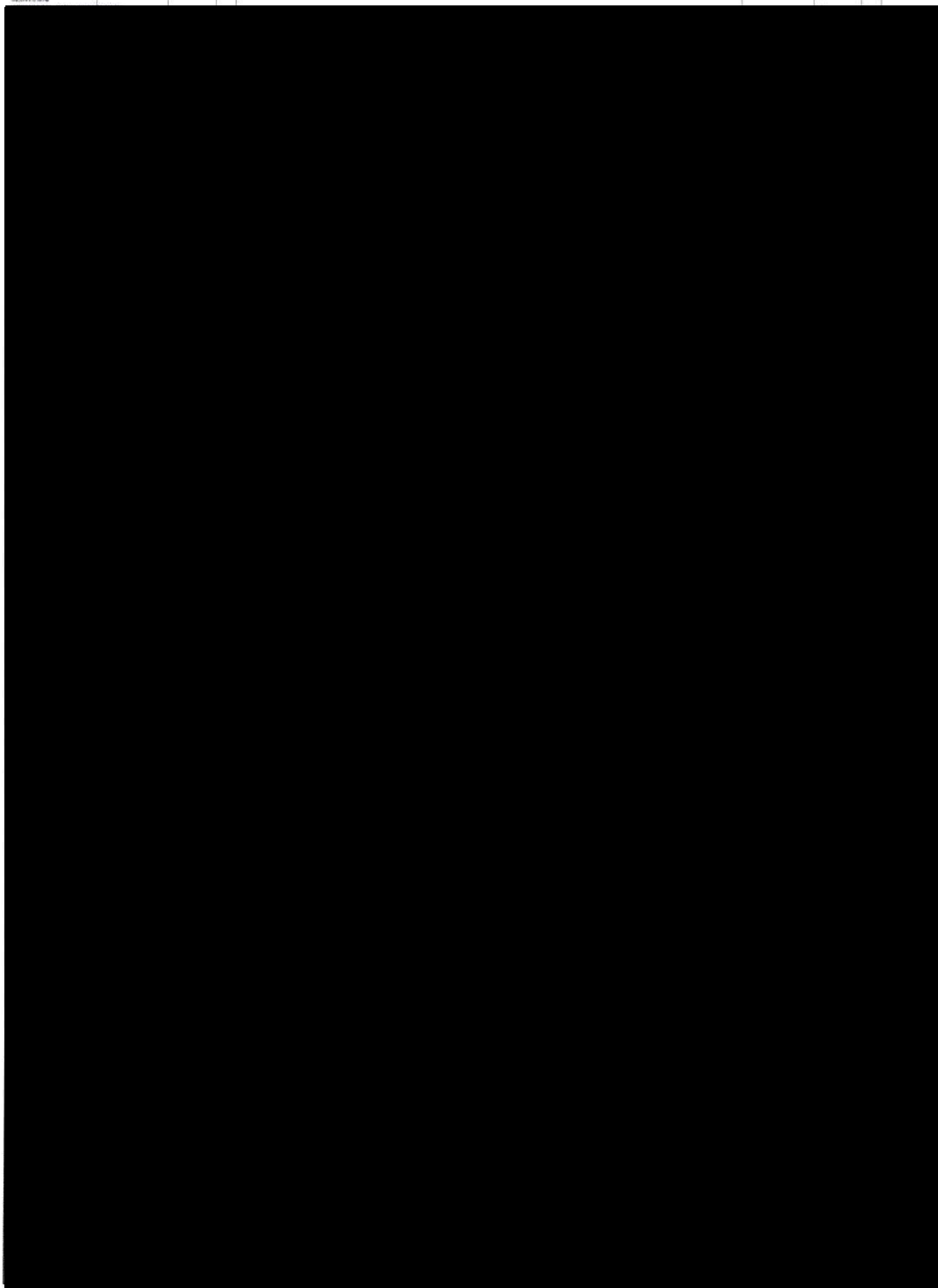


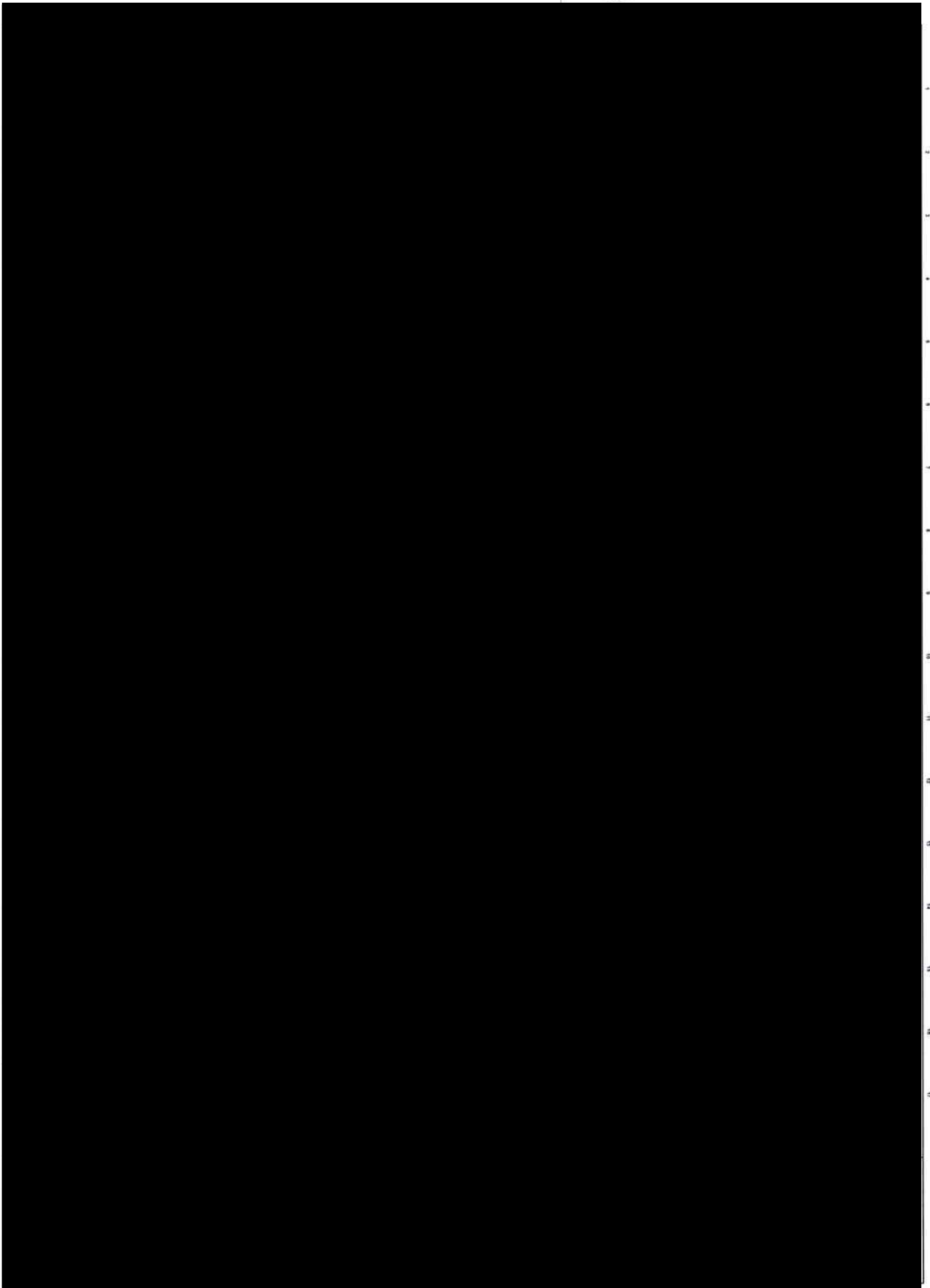




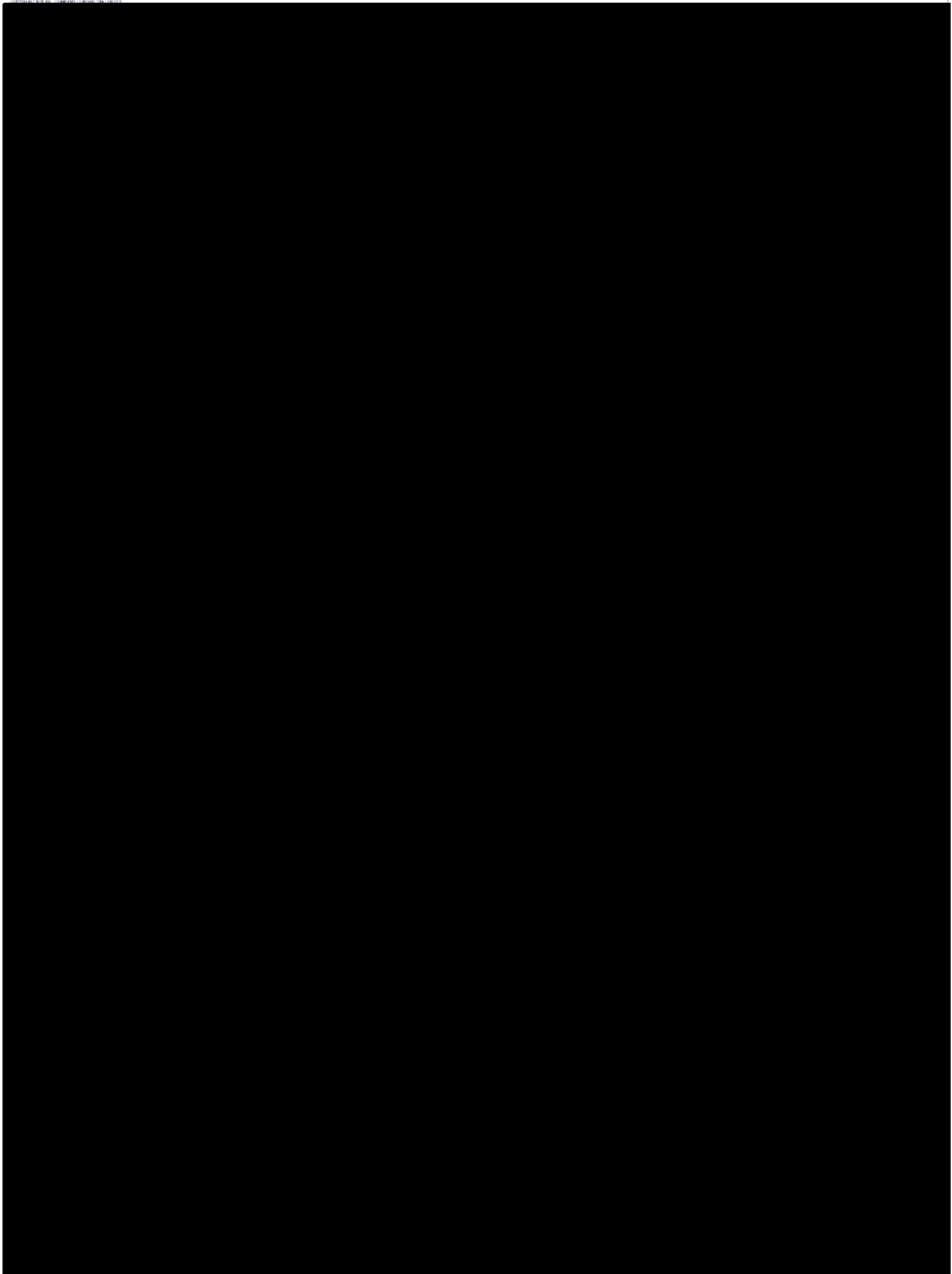
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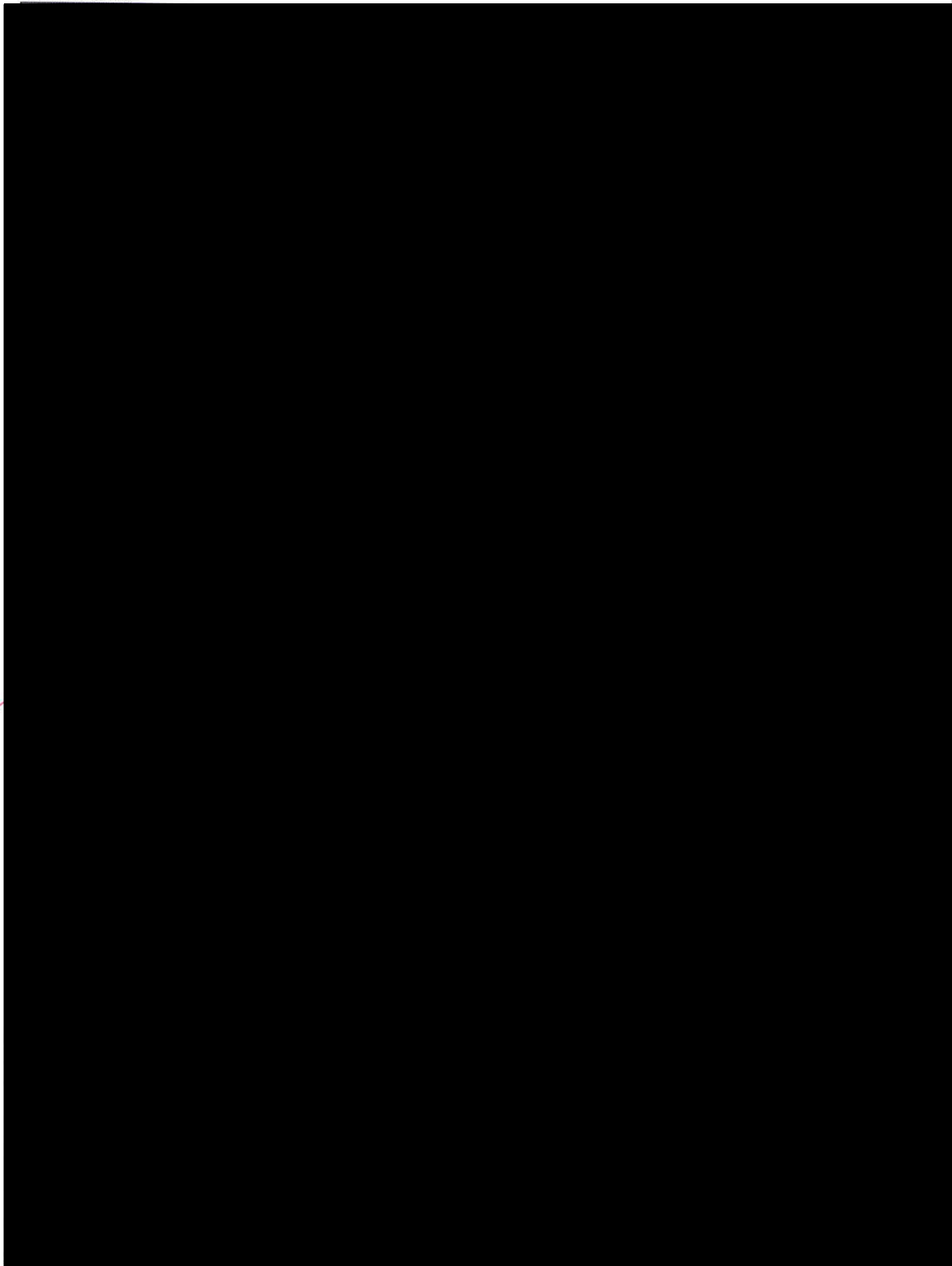




2025 RELEASE UNDER E.O. 14176



2025 RELEASE UNDER E.O. 14176





NOAA National Weather Service

Agency Special Requirements

National Logistics Support Center and National Reconditioning Center
Kansas City, Missouri

A – Executive Summary

The National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) National Logistics Support Center (NLSC) and National Reconditioning Center (NRC) are being directed by GSA to plan for relocation as a result of the upcoming closure of the Bannister Federal Complex in south Kansas City, Missouri. The NLSC and NRC support the NWS mission by providing parts and repair of all of the NWS program's weather, computer and radar equipment. The NLSC and NRC performance standards require filling emergency requisitions within one day 96% of the time, keeping material backorders to less than 1% and maintaining a received defective rate below 3%. The operations of these two groups are interdependent and currently co-located in a 312,108 rentable square foot warehouse and technical workshop area within a larger General Services Administration (GSA) building.

Through a previous operational study and requirements development process, it was estimated that a facility would need to be approximately 217,000 usable square feet to support the existing operations and projected future mission requirements. The area has increased slightly to approximately 217,000 usable square feet due to new programs that are now online. This building area accounts for future growth with additional volume in the warehouse areas rather than an increase in the building footprint. It is recommended that building volume be considered in addition to the floor area when researching existing buildings since an existing building layout could impact operational and storage efficiency. It is anticipated that NOAA would need a minimum of 900,000 cubic feet of storage capacity (not accounting for aisles, building structure or other obstructions). ~~Mezzanines may be considered as well for office/support functions and light storage to reduce the overall building footprint without affecting operational efficiency.~~ Options to reduce the floor area are addressed in Section B.

This document outlines in detail the required relationships of the spaces and operational functions. The building, whether new or existing, shall include warehouse spaces, technical workshops, staff offices, outside storage and testing areas and required support spaces. Through previous operational studies, it was determined that flexibility is a key requirement for the spaces. This allows the workshops and storage areas to be reconfigured or resized to accommodate new and ever-changing programs. New warehouse racks will create a safe and efficient warehouse operation and improved spatial organization is expected to further improve the efficiency of the repair and reconditioning operations.

The shell construction shall meet at a minimum the code required wind load of 90 mph (3 second burst) plus an additional 10% pressure increase. The intent is to provide NOAA NWS with a durable facility that is able to remain operational during severe weather events. Though

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LESSOR:  GOVERNMENT: 

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

the facility is not considered mission critical from a security standpoint, it is critical to the mission of the NWS operations as there is no redundancy for repair of parts and equipment used in field operations. Further study of existing buildings will be required to determine the extent of modification required to achieve NOAA's facility needs.

To support the Federal Government's lead in environmental stewardship, the facility will be designed to meet all of the current requirements for improved building performance and reduce energy consumption. The facility shall comply with the requirements of the Energy Policy Act of 2005, Energy Independence and Security Act of 2007 and related Executive Orders. In addition to reduced energy usage, the building will provide an enhanced working environment for employees.

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LESSOR: 96 GOVERNMENT: SDC



NOAA National Weather Service

Agency Special Requirements

National Logistics Support Center and National Reconditioning Center
Kansas City, Missouri

B – Scope of Project

B.1 Project Background

NLSC and NRC are the sole providers of logistical and depot field support for a high volume of mission-critical NWS equipment. Following is the simplified NWS logistical chain:

- Defective NWS items are returned from field operations.
- NLSC provides logistics processing support to receive the units.
- NLSC stores items and/or transfers items to NRC for repair.
- NRC Logistics manages and schedules processing and reconditioning operations.
 - Some repairs are done in-house and some are sent to vendors for repair.
- NRC repair shops make the necessary repairs and perform reconditioning.
- NRC QC/Inspection tests and verifies the quality of the reconditioned items.
 - QC is done on both in-house items and parts returned from vendors.
- NLSC stores parts and items to fill future orders.
- NLSC packages and ships parts and units to fulfill orders to the field.

B.3 Facility Description

The facility will build upon the successful work flows and working relationships between NLSC and NRC that have been carefully developed over time. Elements to be addressed in the facility include:

- Use flexible modular layout concepts to allow areas to be reconfigured to expand or contract as required to handle new programs as existing programs remain functional along with the new programs, sometimes for several years. This requires NRC and NLSC to stockpile and repair parts and equipment of varying ages and complexity.
- Provide interior circulation routes with adequate space for service vehicles and pedestrians. Provide straight aisles and clear signage in primary circulation routes.
- Divide NLSC warehouses into protected zones (three sections recommended) to minimize loss of stock in the event of fire or other disaster.
- Locate NRC and NLSC offices and support areas in close proximity to each other to allow sharing of common support areas and enhance coordination.

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LESSOR:

A blue ink signature of the Lessor.

GOVERNMENT:

A blue ink signature of the Government, appearing to be "JPC".

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

- Locate offices, meeting rooms and the break area adjacent to exterior walls with windows.
- Provide a large flexible conference/multi-purpose room that can accommodate all NRC and NLSC staff for monthly all-hands meetings and other events requiring attendance by all staff.
- Utilize translucent insulated panels to bring natural lighting into warehouse and aisle spaces where feasible.
- Provide higher levels of overhead lighting in areas such as NRC workrooms and NLSC receiving, shipping, and packaging work stations. Provide additional work station task lighting as needed.
- The building shall meet all relevant building codes, including a fire protection sprinkler system throughout the facility.
- Provide security systems to protect the perimeter and control access to the site and building.
- Provide 85 employee and 15 visitor parking spaces near the building entrance.
- Minimum Energy Star rating of 75.

The storage areas in paragraph B.4 account for future growth with additional volume in the warehouse areas. Though the existing racks are 18 feet high (requiring at least 21 feet clear), increasing the warehouse height to 27 feet clear for new 24 foot high shelving accommodates an additional one to two rack levels without increasing floor area. The building volume should accommodate rack systems for storage of pallet loads in warehouse spaces at least 24 feet high, plus allowance of 3 feet of additional height for sprinkler system requirements. The facility must also accommodate large equipment for testing and parts such as antenna towers up to approximately 40 feet long and 26 feet high. The radar pedestal volume needs to accommodate full movement of the equipment including tilt and rotation of the radar pedestal with an antenna and Dual Pole hardware mounted on the rear of the antenna. The radome does not need to be mounted over the antenna. Refer to Figure E - Block Layout Diagram on page 12 and Room Data Sheets in Sections C, D and E for clear heights required within each space.

It is required that the wall construction for the facility include provisions for bringing natural light into the building. NLSC and NRC office areas, lobby, break rooms, conference rooms, and work areas adjacent to exterior building walls should include windows to provide views outside and natural lighting. Exterior vertical walls at elevations above 15 feet or associated with roof elevation changes should incorporate translucent insulated panels to bring natural light into the warehouse areas. Translucent insulated panels should be considered for construction of skylights over the NRC work area hallways and/or warehouse areas to bring in natural lighting where practical. The panel system can include operable panels to provide enhanced air circulation and removal of hot air from the warehouses.

The shell construction including roof, exterior walls, windows, doors and structure, shall meet at a minimum the code required wind load of 90 mph (3 second burst currently based on IBC 2006) plus an additional 10% pressure increase. The intent is to provide NOAA NWS with a durable facility that is able to remain operational during severe weather events. Though the facility is not considered mission critical from a security standpoint, it is critical to the mission of the NWS operations as there is no redundancy for repair of parts and equipment used in field operations. Many of the stored parts are

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of limited quantity and difficult to replace. Further study of existing buildings will be required to determine the extent of modification required to achieve NOAA's facility needs.

Sustainable design and environmental stewardship shall be addressed in the facility. At a minimum, the facility shall meet an Energy Star rating of 75, the Energy Policy Act of 2005, the Energy Independence and Security Act of 2007 and applicable executive orders.

B.4 Building Area

Based on growth needs, anticipated future programs, existing storage layout and an increase in a few spaces for operational efficiency, 226,000 rentable square feet is anticipated for the facility area (excluding site elements). If NOAA relocates to an existing facility, storage and/or operational efficiency may be impacted as a result of inefficient circulation. The floor area may also be affected by building volume and column spacing as these elements affect the storage rack layout efficiency and NRC workroom layout.

~~The minimum warehouse volume in facility.~~ This does not account for aisle space, building structure or other obstructions. The volume does factor in 10% for growth and flexibility. The entire facility may not need to achieve the 27 foot clear height indicated in this report. Certain storage areas may extend to this height to accommodate future growth but reducing volume in certain areas such as NRC work areas and office spaces may reduce the facility cost.

Refer to the following table for a summary of the proposed space requirements. The 4% factor accommodates mechanical and electrical spaces, common circulation and building structure. Refer to Section C for shared space areas, Section D for NLSC individual space allocation and Section E for NRC individual space allocation.

Space	Useable Square Feet
NLSC Useable Area (Section D)	146,401
NRC Useable Area (Section E)	63,393
Shared Useable Area (Section C)	,7,290
Useable NLSC/NRC Subtotal	217,084
4% Factor to Rentable Building Area	8,683 s.f.
Total Rentable Building Area	226,000 s.f.

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Due to budget constraints, it is anticipated that the building cost will need to be reduced. The most direct method to impact cost is a reduction in building size. Below is a potential scenario that reduces the actual floor area (thereby reducing exterior shell area) without reducing useable floor space, storage capacity or adversely affecting operational efficiency. Further analysis will be required once a building is selected to determine the optimum layout and actual area reduction that can be achieved. Options considered to reduce floor area included alternative work schedules, high density/moveable aisle shelving (addressed in paragraph B.6 NLSC below) and the use of mezzanines.

Alternative work schedules were considered to improve efficiency and potentially reduce building area. The NRC and NLSC already utilize flex time, multiple shifts and volunteering for after-hours and on-call work. Hoteling (work station sharing) is not an option with NRC and NLSC operations as the employees are assigned a work space and focus on specific tasks that in many cases require specialized training. The room data sheets in sections D and E reflect the anticipated space needs that already accommodate alternative work schedules. At this time, there does not appear to be any area reductions that can be captured with alternative work schedules.

~~Since much of the work and storage areas require 15 foot or 27 foot clearance, mezzanines may be incorporated into the facility in areas that do not require high ceilings. Spaces such as office/support areas, shared spaces such as conference rooms and the break area, certain workshops and/or storage areas with limited access and light loads could be located on a mezzanine level. This allows the overall floor area (footprint) to be reduced without eliminating functionality. Mezzanines for non-storage uses require elevators and stairs for access, so this will need to be accounted for in the lease and maintenance expenses.~~

B.5 Building Layout

Below are conceptual diagrams for the recommended facility plan and sectional configuration.

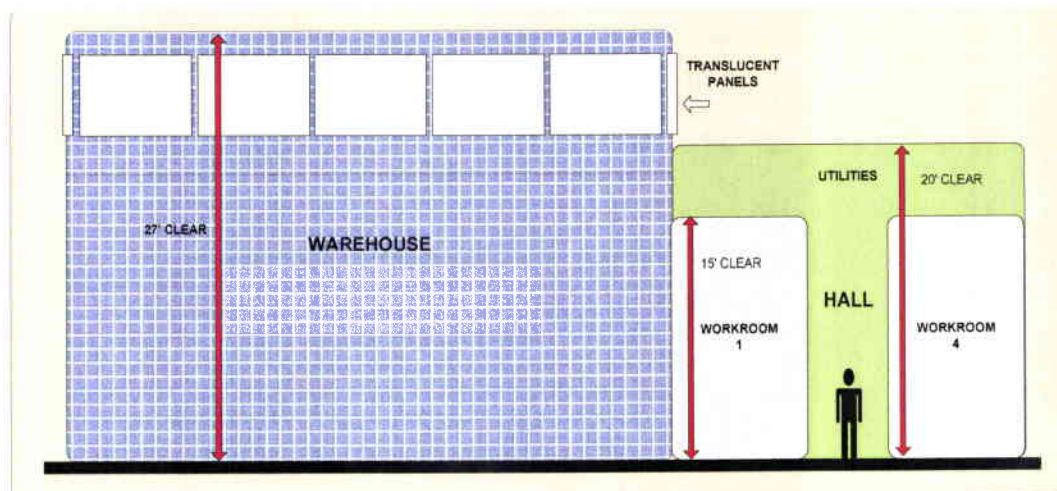


FIGURE A - PROPOSED BUILDING SECTION DIAGRAM

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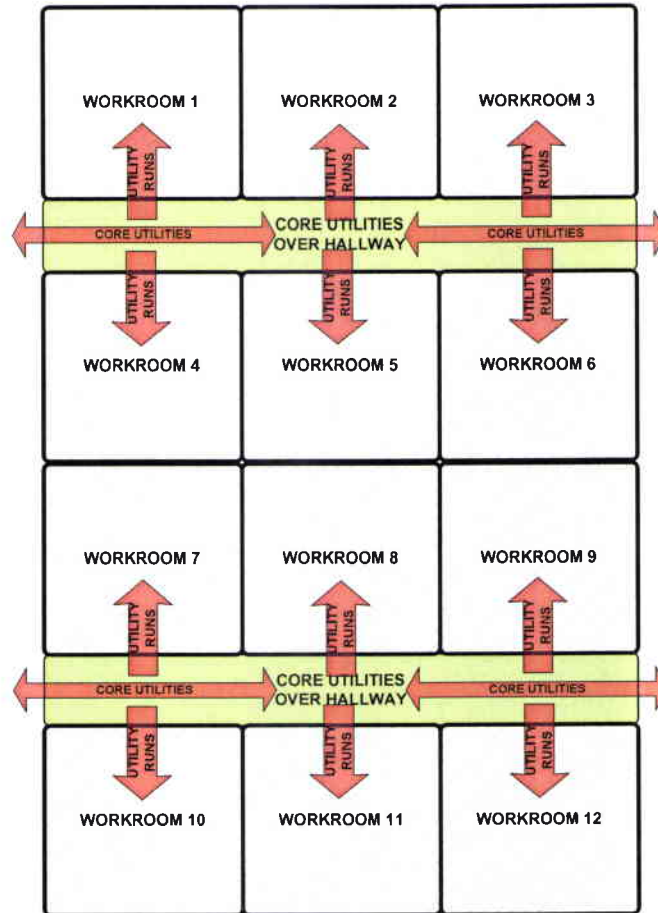


FIGURE B - NRC FLEXIBLE MODULAR CONCEPT PLAN VIEW

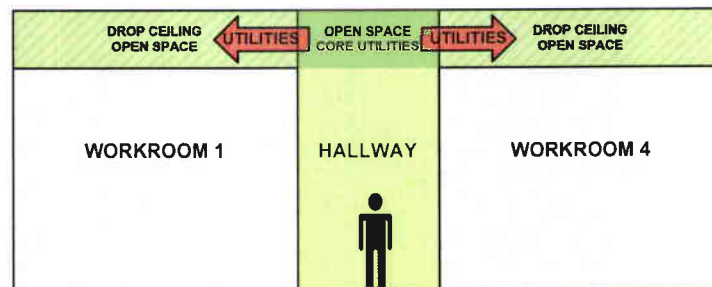


FIGURE C - NRC FLEXIBLE MODULAR CONCEPT ELEVATION VIEW

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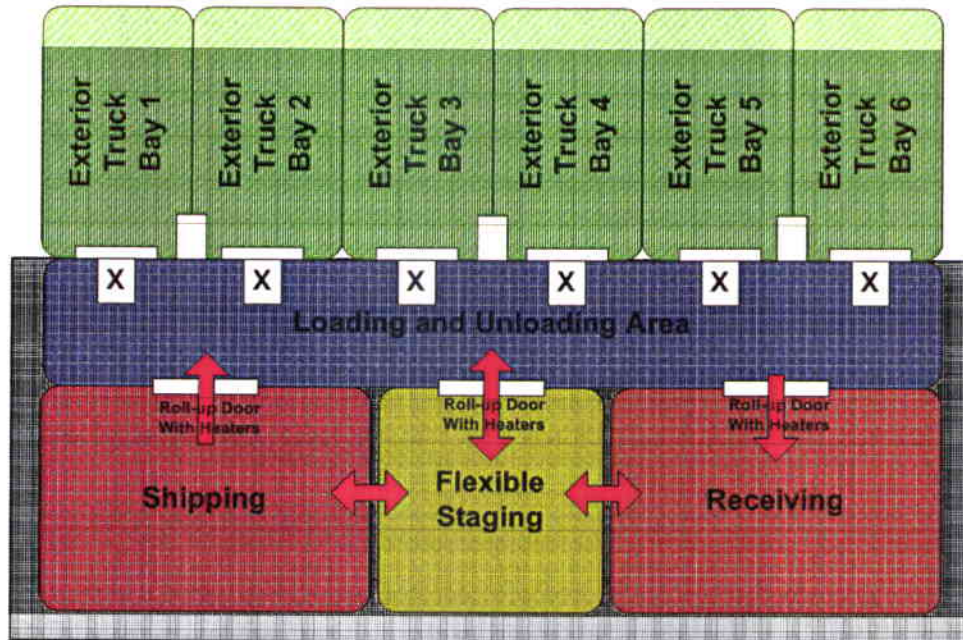


FIGURE D – PROPOSED NLSC DOCK LAYOUT

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FIGURE E - BLOCK ADJACENCY DIAGRAM (following page)

Note: this diagram does not represent a floor plan but provides suggested space adjacencies based on NRC and NLSC operations, storage needs and space needs. Bubbles do not represent an actual floor area but do represent a general magnitude of area in relation to other spaces. Further analysis will be required once a building is selected to determine the impact of the layout on the adjacencies, storage capacity and operational efficiency. Refer to Room Data Sheets in sections C, D and E for additional information.

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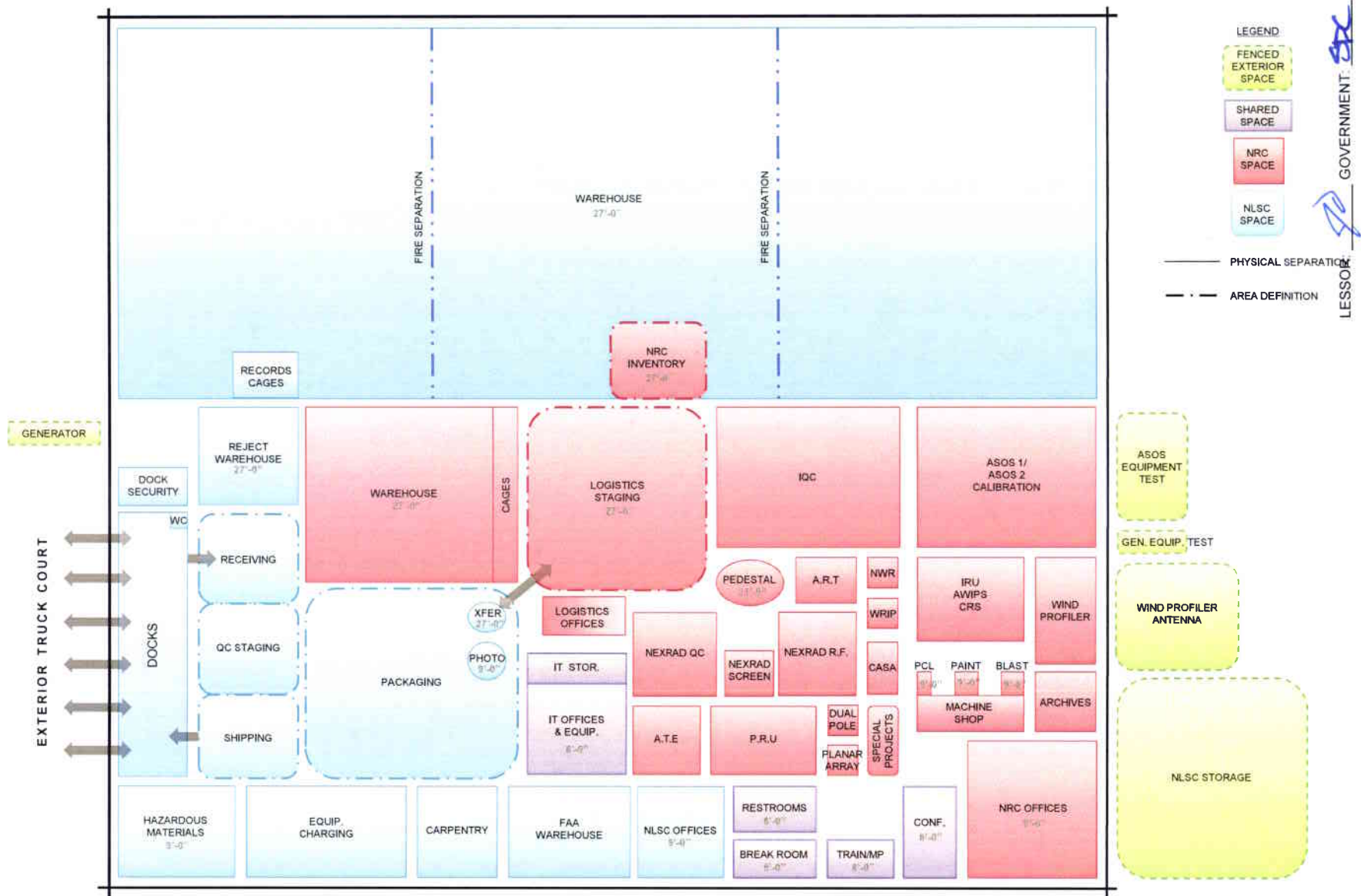


Figure E - Block Adjacency Diagram

* ALL CLEAR HEIGHT REQUIREMENTS ARE 15'-0" CLEAR UNLESS NOTED OTHERWISE

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B.6 Storage and Material Handling Recommendations**NLSC Operations**

The recommendations for NLSC include continuation of many of the basic storage, handling and control concepts that have been successful in the existing operations. This includes storage rack configurations for pallets with adjustable load support beams to accommodate various load sizes. The support beams should be decked with a heavy-gauge wire-mesh for safety and flexibility. Pallet storage should be achieved using narrow-aisle fork trucks and order-picking trucks. Small parts should continue to be stored efficiently in sections of bins and accessed using order-picking vehicles. Very large items should be stored at floor level in designated areas and extremely large items should be stored in a designated space outside of the facility. Wire and cable reel storage should have a dedicated area with modified rack for the reels and an open area for handling, cutting and packaging the required lengths of cable.

NLSC should continue to manage all receiving, shipping and packing operations by utilizing truck docks and receiving/packing/shipping stations adjacent to the dock area. The warehouse inventory control systems should use radio frequency communication for stocking and picking data through hand-held barcode scanning guns. This data will be shared via the existing automated warehouse control Consolidated Logistics System (CLS) to provide order-picking requirements, including specific shelving addresses. The operation needs to be flexible to handle a range of storage and handling requirements including future programs not yet online.

Although some of the fork truck and rack equipment is old, recommendations for the new systems are based on newer versions of similar equipment. For example, the Drexel narrow aisle fork trucks operate efficiently in narrow aisles, and the new vehicles that are recommended (currently the SLT-22 and SLT-30 Swing Mast fork trucks) will operate in the same 6'-2" wide aisles, but provide additional load capacity and higher lifting heights for increased flexibility. This will allow continued use of some existing equipment until it can be replaced. The recommended pallet rack provides additional height to match the capabilities of the new fork trucks. All shelving shall be replaced as the existing shelving is over 15 years old with damaged sections. Relocating the existing shelving would age the racks at least 5 years and increase logistical difficulty when relocating the storage units.

For improved layout efficiency, a 30' x 40' structural grid spacing (Figure I) is recommended for a static pallet rack layout with 6'-2" wide aisle to minimize loss of storage space with a fixed shelving arrangement. It is anticipated though that an existing facility may not be constructed with this column spacing. The floor layout in existing buildings will need to be reviewed to determine the impact column spacing would have on operational efficiency and storage capacity. Adjusting aisle spacing and utilizing different equipment may reduce floor area without reducing storage capacity. Growth for future storage can be addressed with taller racks which a 27 foot clear space in warehouse areas would accommodate.

An option to increase storage capacity without increasing floor area is the industrial moveable aisle shelving concept. Moveable aisle racks (15-30,000 lb. capacity per unit) can increase storage layout efficiency by as much as 100% within the same space as fixed shelving. Due to NOAA's operations, it is recommended that about 90% of the

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shelving be fixed with 10% being high density. It is also recommended that the NRC Logistics storage consist of only fixed shelving. The layout of the moveable aisle racks would need to be coordinated with the column spacing in an existing facility to determine the optimum arrangement of fixed and moveable shelving aisles. Moveable aisle storage racks can reduce floor area by approximately 20-50% without reducing storage capacity. It is anticipated that utilizing moveable aisle shelving could reduce the building area by approximately 15,000 square feet, though this may affect NLSC's operation as they are currently achieving a high efficiency and quality rate with fixed shelving.

NOAA is concerned about several factors with moveable aisle rack systems. The NRC and NLSC operations store sensitive electronic equipment that should not be exposed to excessive vibration. Durability and maintenance of electrical systems could create downtime for repair, especially as the systems age. Flexibility is a concern as well since NLSC staff frequently have multiple picks in a single aisle and do not have a consistent pattern of access. Based on research with system manufacturers, moveable aisle racking systems utilize smooth ramp start and stop on the motors to eliminate vibration that could damage sensitive electronic equipment. Motors are low torque which translates to a very durable system with few maintenance issues. Flexibility is addressed during rack design to accommodate the specific user's storage needs including multiple picks, loose items and pallets of various sizes. Concepts such as module design (utilizing a wide aisle that can be narrowed when needed for multiple access points), back-back racks and use of fixed shelving provide a wide range of layout options. In addition to the issues mentioned, wheels and carriers in moveable shelving systems accommodate float to account for some variation in level found in existing slabs. In most systems, the structural steel rails only require a 1/2" deep channel for the track, eliminating the need for special footings below existing slabs.

Double-deep pallets were also considered as a means to increase storage efficiency but the CLS equipment is not able to read bar codes on boxes not accessible to the aisle. Storing pallets in this manner would negatively affect operations with the existing CLS or other systems requiring bar code scanning.

Areas that could benefit from moveable aisle/high density shelving include the reject warehouse, a portion of the NLSC warehouse where infrequently accessed items are stored and box storage. It is also possible to reduce the amount of boxes stored on-site with on-demand delivery from local suppliers. NLSC already utilizes on-demand box supply but additional floor area reduction may be captured with further study.

Shelving layouts based on the existing rack size (3'-9" deep by 9'-0" on center) and aisle width (6'-2") are illustrated in the following diagrams. Refer to Figure G for a typical rack elevation and Figure H for a typical rack section (note that these diagrams do not represent the additional shelving height recommended to accommodate future growth). Refer to Figure I and J for the impact of column spacing on a fixed shelving layout. Refer to Figure K and L for the estimated efficiency improvement that a high density (moveable aisle) shelving concept could have on the rack layout. Column spacing beyond 30 feet in the vertical axis affects layout as the shelving units have to be removed at columns and columns may extend into the aisles, affecting operational efficiency.

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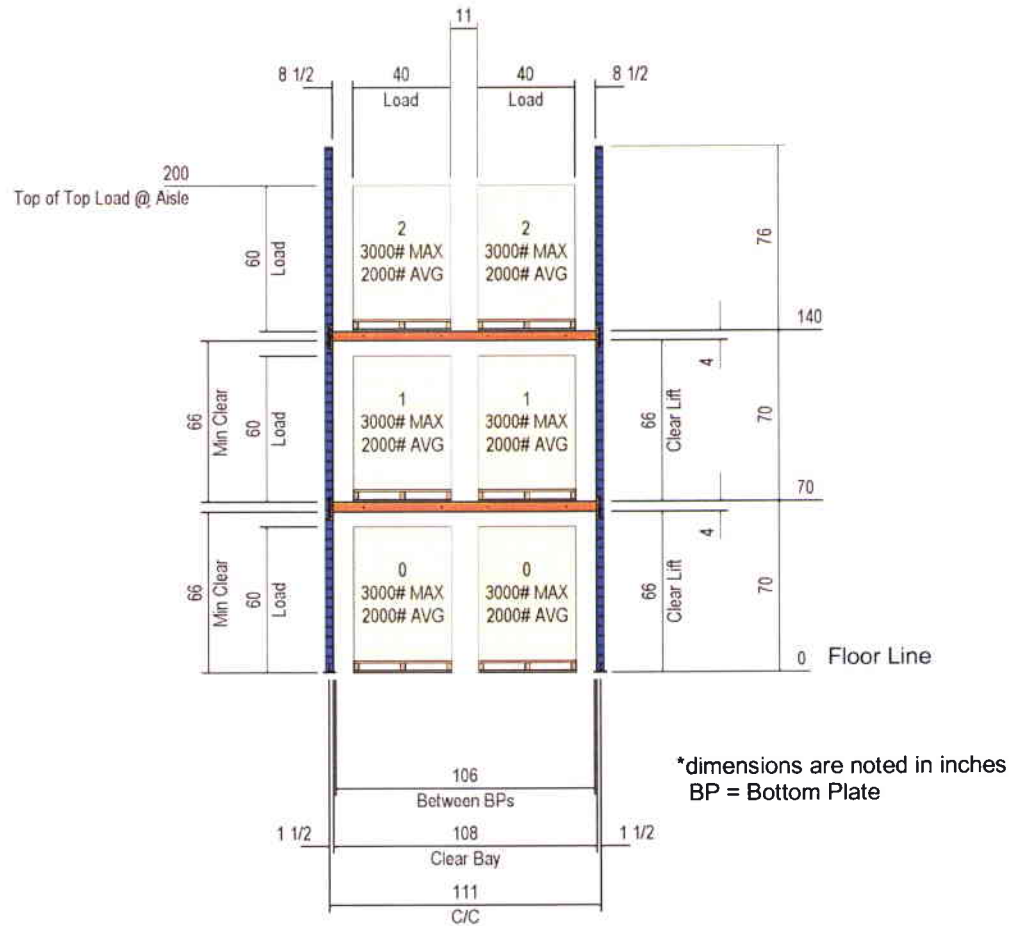


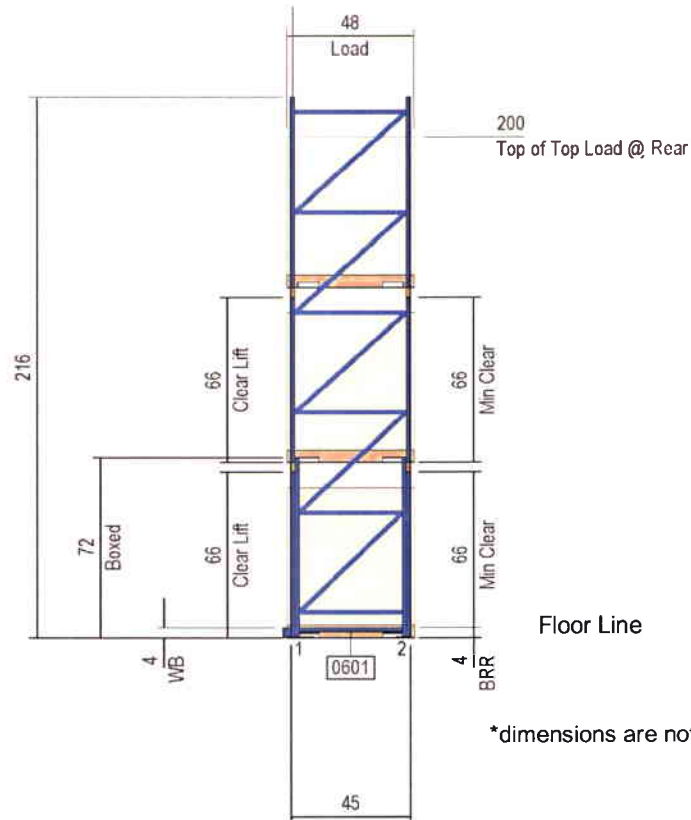
FIGURE G – RACK FRONT VIEW

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*dimensions are noted in inches

FIGURE H – RACK SIDE VIEW

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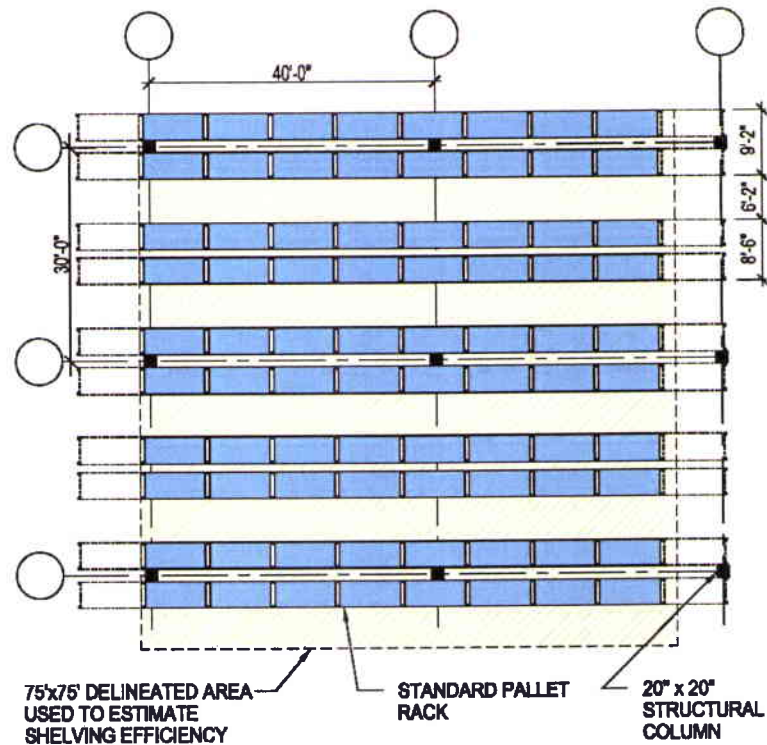


FIGURE I – 30' X 40' GRID LAYOUT
(80 units within delineated area)

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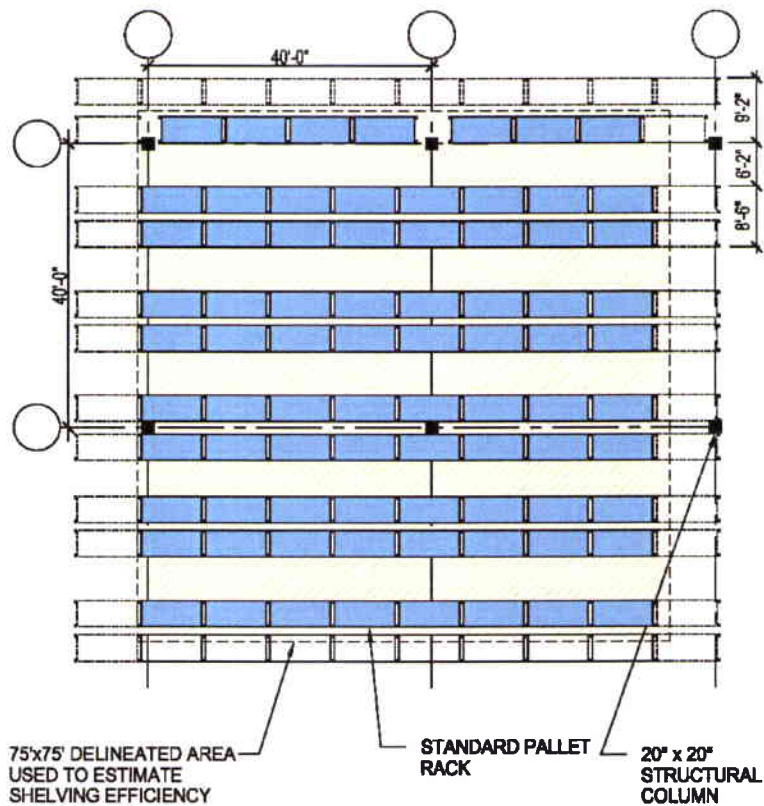


FIGURE J – 40' x 40' GRID LAYOUT
(79 units within delineated area)

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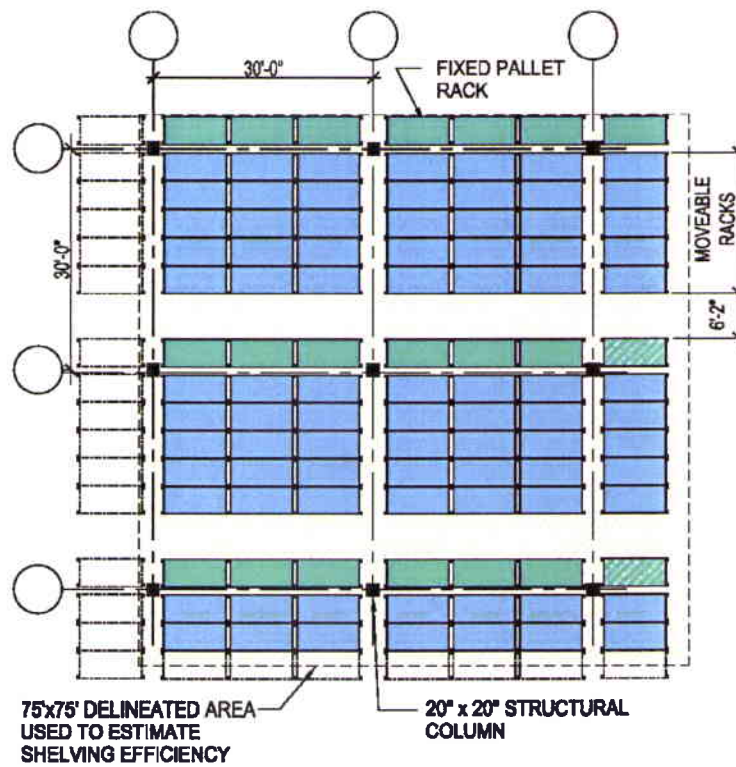


FIGURE K – 30' x 30' GRID LAYOUT, HIGH DENSITY
(105 units within delineated area)

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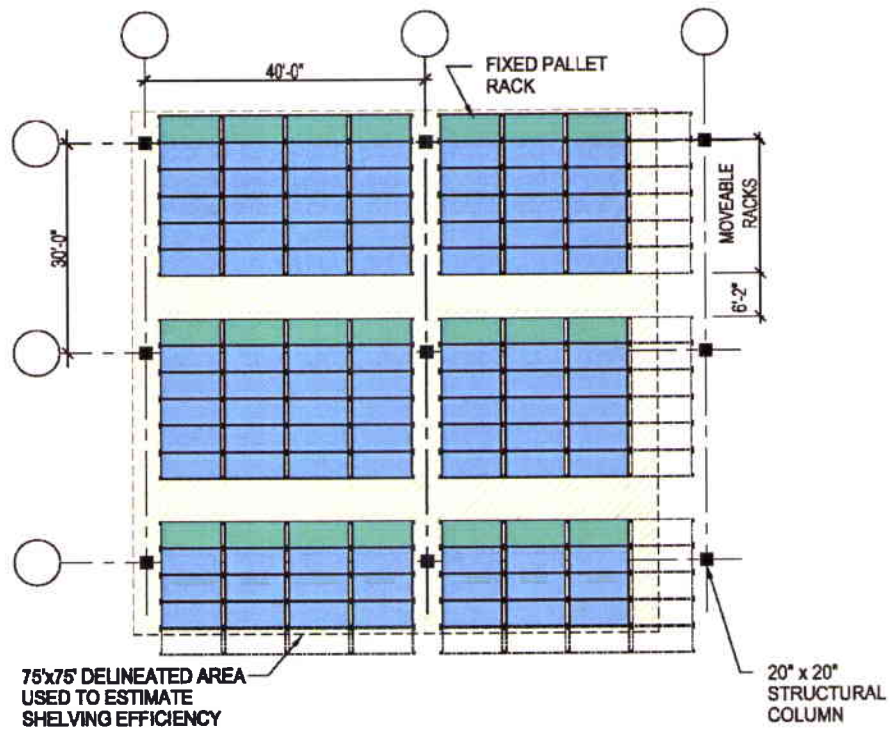


FIGURE L – 30' X 40' GRID LAYOUT, HIGH DENSITY
 (112 units within delineated area)

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The warehouse volumes should be separated by rated fire walls and automatic fire doors between each warehouse. Fire separation, which is not currently required by code, will prevent a total loss of inventory should a fire occur. Fast-acting roll up doors with wireless controls should be used between the major warehouses for environmental and basic access control. A large sectional or sliding door to the exterior should be provided in one of the warehouse spaces to allow storage of oversized items that cannot be transported in interior halls. High efficiency warehouse lighting with motion activation by zone similar to the existing system is recommended for the new warehouse areas.

The NLSC warehouses should be organized to store high activity and bulky items close to the shipping and receiving docks and packing material close to the packing area. Hazardous materials and parts stored for the Federal Aviation Administration should be located in rooms close to the truck dock area to minimize handling these materials within the building. The material handling equipment battery charging area should be located close to the truck docks and the carpenter shop for building shipping crates should be located adjacent to the packaging area. Parts that are unacceptable for use should be stored in areas such as QC staging and the reject warehouse in separate lockable rooms not in the direct flow paths within the warehouse.

The truck docks should be exterior with door seals to maintain reasonable temperature control and limit dust and debris from entering the shipping/receiving area through secondary high speed roll-up doors.

NRC Operations

Material movements through the NRC areas are rarely a linear process. Items may move through work areas and storage sections multiple times before leaving the facility. Therefore it is essential to reduce the distances between areas and keep the routing as simple as possible. Most repair items are best stored in shelving sections and moved on push-carts or with electric carts. Larger items require static pallet rack and fork truck movement. The NRC Logistics area must control all storage and movement of units and parts throughout the processes.

The basic concept for the NRC layout is to develop a flexible modular design for the NRC work areas. Flexibility is a key issue in the future as new programs and equipment requirements are introduced. The flexible modular design would be used to initially arrange the workrooms and support spaces into areas separated with modular panel walls within the standard building column bays. A conceptual block layout has been developed (Figure E) that logically locates work areas and support areas for efficient handling and minimizes travel distances through the NRC areas. A fixed layout of wide and straight material handling aisles and a utilities grid throughout the area would provide the "backbone" for the area layout. Refer to Figures A, B and C.

The material handling aisles and the utilities grid will provide the necessary structure to support future layouts regardless of what changes might be needed. A movable wall panel system will allow walls to be moved as required and changed to include windows, acoustic treatment, variations in surface treatments, doors and other features without major construction programs, work interruptions, and related costs.

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Within the rooms, distribution of power and other utilities to work stations should also be flexible, using overhead cable trays and suspended modular power bus ducts on a fixed grid. Suspended acoustic ceilings, suspended area lighting and desktop task lighting should be used to provide an optimum work area for NRC reconditioning activities.

The storage areas for NRC parts and repairable units should be consolidated and located adjacent to the NRC Logistics area and the NRC work areas. Within the work areas, the small parts shelving and bins can be used and in the future, vertical carousel systems can be used to store small parts and repairable work-in-process units. Areas that require additional ceiling height for large units such as the radar pedestal have been identified, and outside areas for ASOS and generator testing have also been shown in the conceptual block layout in Figure E.

B.7 Code Analysis

The facility shall meet applicable codes, regulations and requirements for the site's jurisdiction. Research will be required by the Offeror to evaluate exiting requirements, fire ratings, use separation, accessibility and other elements for the actual building. The facility shall be fully sprinklered. The building's construction including roof and exterior walls shall meet applicable codes for a long-term, frequently accessed facility. The requirements may exceed standard warehouse construction practices, so the Offeror will need to review the condition of existing buildings including the structure, roof and envelope with NOAA and GSA to determine the level of modification required to meet NOAA's needs. The exterior shell including roof, exterior walls, windows, doors and structure shall exceed code required wind load (currently 90 mph for a 3 second burst) by 10%.

Code references (based on 2012 data in Kansas City, Missouri):

- 2006 International Building Code (IBC)
- 2006 International Existing Building Code
- 2006 Uniform Plumbing Code (UPC)
- 2006 International Mechanical Code (IMC)
- 2006 International Fire Code (IFC)
- 2006 International Energy Conservation Code (IEEC)
- 2005 National Electrical Code (NFPA)
- 2006 NFPA Life Safety Code
- Architectural Barriers Act Accessibility Standards (ABAAS) and ANSI 17 accessibility guidelines
- ASME A17.1-2004 Safety Code for Elevators and Escalators with ASME A17.1a-2005 and ASME A17.1S-2005
- ASME A17.3-2005 Safety Code for Existing Elevators and Escalators

B.8 Abbreviations

- ARCH – File Archives
- ART – Automated Radio Theodolite
- ASOS – Automated Surface Observing System areas. Including Calibration Room
- ASOS Test Area – External pad for ASOS test equipment
- ATE – NEXRAD Automated Test Equipment

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- BLAST – Media Blasting Room
- CALI – Calibration Room
- CARP SHOP – Carpenter Shop
- CASA – Collaborative Adaptive Sensing of the Atmosphere
- CONF – Conference Room
- DEAD STOR – NRC Dead Storage
- DHS – Department of Homeland Security
- DOCKS – Truck Docks
- DOCK SEC – Truck Dock Security Station
- DOCK W.C. – Truck Driver Restroom and Lounge
- DUAL POLAR – Dual Polarization
- FAA WH – Federal Aviation Administration Warehouse
- FFE – Furniture, Fixtures and Equipment
- GEN TEST – Generator Test Area
- GSA – U.S. General Services Administration
- HAZ MAT – Hazardous Material Area
- HAZ MAT OUT – Hazardous Material Outbound Queue
- HVAC – Heating, Ventilating and Air Conditioning
- IQC – Instrument Inspection Quality Control
- IRU – Instrument Repair Unit
- IT – Information Technology
- IT GEN – Information Technology Backup Generator
- LOGI – NRC Logistics
- LOGI OFF – NRC Logistics Office Area
- LRU – Line Repairable Unit
- M-SHOP – Machine Shop
- NEXRAD – Next Generation Radar
- NEXRAD QC – NEXRAD Quality Control Area
- NEXRAD RF – NEXRAD Radio Frequency
- NEXRAD SCRIN OPS – NEXRAD Screen Room
- NLSC – National Logistics Support Center
- NLSC SUP – NLSC Support
- NOAA – National Oceanic and Atmospheric Administration
- NRC – National Reconditioning Center
- NWR – NOAA Weather Radio
- NWS – National Weather Service
- PACKAGING – Packing Area
- PAINT – Painting Booths
- PCL – Parts Cleaning Shop
- PED – Radar Test Pedestal
- PHOTO – Photography Area
- PRU – NEXRAD Processor Repair Unit
- PLAN ARRAY – Planar Array
- QC – Quality Control
- REC – Receiving Area
- REC CAGE – Records/Documents Storage
- REJ-WH – Reject Warehouse
- RF – Radio Frequency
- SCRIN – NEXRAD Screened Room Test Area

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- SHOPS – NRC Reconditioning Support Shops
- SHP – Shipping Queue
- SPEC PROJ – Special Projects
- STC – Sound Transmission Class
- SUP STOR – NLSC Supply Storage Room
- TRAIN – Employee Training Room
- VOC – volatile organic compound
- W.C. – Water Closet (restrooms)
- WIND PROF – Wind Profiler
- WRIP - Weather Radio Improvement Program
- XFER – Transfer Area between NRC and NLSC

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NOAA National Weather Service

Agency Special Requirements

National Logistics Support Center and National Reconditioning Center
Kansas City, Missouri

C – Shared Space Operations

C.1 Description

The following spaces shall be shared between NLSC and NRC operations to improve plan efficiency.

- a. Storm Shelter: This function could be provided within a 'public' space or spaces such as a meeting room, break room, or restrooms. A separate space is not necessary. This space or spaces should provide refuge for 100 people for a short duration emergency. Refer to Federal Emergency Management Agency (FEMA) 361 for shelter guidelines.
- b. Truck Dock Lounge: A single-use restroom should be provided for driver use. Other needs will be defined by NOAA. Access from the lounge to work areas beyond the dock shall be controlled.
- c. Security Center: The size and function of this space depends partially on a complete Federal Protective Service (FPS) assessment but at least 1 security guard will be provided to control site access and inspect vehicles entering the site.
- d. Mail Room: Provide a room for sorting and distributing mail and packages.
- e. Training / Multi-Purpose Room: Provide a flexible room to accommodate a variety of group sizes, including meetings with all NRC and NLSC staff, with appropriate audio-visual setup. This area has been combined with a conference room.
- f. Break Room: The break room should be separated from the training and conference rooms to avoid conflicts over the noon hour and minimize food odors in meeting spaces.

C.2 Floor Area Calculation

The table below addresses shared spaces between NLSC and NRC in the facility. The individual rooms are indicated as useable area.

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Shared Spaces	Useable Square Feet
Conference Rooms	2,000
Truck Dock Lounge/Restroom	150
Loading Dock	2,000
Restrooms	550
Security Center	150
Break Room	650
Mail Room	800
Circulation / Hallways	390
IT Storage and Server Room	600
Shared Space Useable Total	7,290

The table below addresses those spaces that are located on site but outside of the building. These spaces are not included in floor area calculations.

Outdoor Areas	Proposed Square Feet
Parking ¹	30,000
Truck maneuvering ²	15,000
Generator / UPS	1,000
Wind Profiler Antenna Yard	6,400
Generator test area (NRC)	200
Exterior storage enclosure (NLSC)	12,600
ASOS Equipment Test	3,600
Total	65,200
	68,800

Notes:

1. Estimated area based on 100 parking spaces (300 s.f./car)
2. Area for up to 3 trucks.

The site parking area is based on the Kansas City, Missouri zoning code parking ratio for office areas (including NRC work rooms) of 1 space per 1000 s.f. (50 spaces) with the remaining warehouse and work spaces based on employee count (35 spaces). 15 visitor spaces have been added to the area. This space includes two parking spaces for the calibration van that is parked for six to eight weeks on site annually for equipment testing and calibration.

C.3 Room Requirements Sheets

The charts on the following pages provide a detailed description of the conditions for each room shared by NLSC and NRC. These conditions include types of doors, special floor loads, special ventilation requirements, and finish material recommendations.

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ROOM DATA SHEETRoom Name: Break Room Size: 650 ft.Description: Room provided for employee's use during lunch and breaks.**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Windows /Daylight: Preferred
Doors: 3' w x 7' h wood
Floor: Porcelain tile, quarry tile or Vinyl Composition Tile (VCT)
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Provide plastic laminate base and wall cabinets and space for recycling.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature: (Summer/Winter): 75/72
Exhaust for food odors – controlled by a local wall timer
Water line for ice maker, refrigerators and coffee makers
(2) double bowl stainless steel kitchen sinks with garbage disposals
Floor drain

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet
Data outlet
Special Requirements: Additional receptacles for 2 microwaves, 2 refrigerators and ice maker, 2 toasters and coffee makers. Additional outlets and space for vending machines (4-6)

OTHER / SPECIAL REQUIREMENTS:Adjacent to outdoor patio

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Conference Room(s) Size: 2,000 Sq. Ft.Description: Provide meeting spaces for NLSC and NRC employees. A single room with operable partitions or individual meeting rooms (3) may be considered. This space could also be a hardened space for use as a storm shelter.**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Windows /Daylight: Preferred
Doors: 3' w x 7' h wood
Floor: Carpet tile
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Operable partitions divide larger flexible conference room into 3 smaller conference rooms.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature: (Summer/Winter): 75/72
Separate space temperature control in each section of room (zoned)

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet (in each section of room)
Voice outlets (12)
Data outlets (24)
Special Requirements: Multi-outlet floor box in center of each section of room (voice, data, power)
Duplex receptacles on each wall every 12 feet minimum

ADJACENCIES:Near NRC and NLSC office areas, lobby**OTHER / SPECIAL REQUIREMENTS:**Doors planned for access to each smaller conference room.

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LESSOR:

GOVERNMENT: SDC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Truck Dock Lounge/Restroom Size: 150 Sq. Ft.Description: Restroom and lounge for truck driver use**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Doors: 3 'w x 7' h wood or hollow metal
Floor: Sealed concrete or ceramic tile in restroom; carpet tile in lounge
Walls: Ceramic tile wainscot/epoxy paint in restroom; paint in lounge
Ceiling: Impact resistant gypsum board with epoxy paint

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature: (Summer/Winter): 75/72
Exhaust per code requirements

ELECTRICAL / COMMUNICATIONS:

Voice outlet
Data outlet

ADJACENCIES:Locate near loading dock**OTHER / SPECIAL REQUIREMENTS:**Control access to working areas.

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LESSOR: JD GOVERNMENT: JDC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Loading Dock Size: 2,000 Sq. Ft.Description: Material loading and unloading area**ARCHITECTURAL:**

Clear Ceiling Height: 27' preferred (15' minimum)
 Windows /Daylight: Exterior access
 Doors: 6 sectional or coiling overhead steel doors
 Floor: Sealed, hardened concrete
 Walls: CMU
 Ceiling: Open to structure

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature: (Summer/Winter): 85/68, extended hours space
 Other: Trench drain on inside of overhead door, (1) compressed air outlet per pair of overhead doors, emergency shower and eye wash station, hose bibb between overhead doors.

ELECTRICAL / COMMUNICATIONS:

Voice outlet
Data outlet
One page/intercom device per 1500 square feet.
Specialty light/controls: Two wall mounted swing arm truck unloading lights per overhead door.
Power for dock levelers at each overhead door
One duplex receptacle on each column.
(1) Outside intercom push button station
Motorized overhead doors with wall mounted pushbutton operator

ADJACENCIES:Exterior access near NLSC shipping and receiving areas**OTHER / SPECIAL REQUIREMENTS:**

Provide (4) high -speed roll-up doors between loading doors and shipping/receiving area.
Provide space between overhead doors for staging.
Provide dock bumpers, articulating task lights, dock levelers and truck restraint system at each dock.
Dock heights to be designed to accommodate varying truck bed heights of typical delivery vehicles ranging from pickups to large semi trailers.

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Restrooms Size: 550 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Doors: 3' w x 7' h wood
Floor: Ceramic or porcelain tile
Walls: Ceramic tile wainscot, epoxy paint above
Ceiling: Suspended scrubbable acoustical panel system

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature: (Summer/Winter): 75/72
Exhaust per code
Plumbing fixtures per program requirements
Floor drain in each restroom

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Special Requirements: GFCI receptacles

ADJACENCIES:

Central location near lobby, office areas and work rooms. Smaller restrooms may be provided throughout facility to minimize travel distance.

OTHER / SPECIAL REQUIREMENTS:

Reinforce walls for use as storm shelters.

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Security Center Size: 150 Sq. Ft.Description: Office and support space for NOAA security personnel**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Windows /Daylight: Required for viewing site. Provide physical attack resistant glazing.
Doors: 3' w 7' h high security hollow metal (extra heavy duty)
Floor: Carpet tile or VCT
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Provide adequate windows for viewing of dock spaces

HVAC AND PLUMBING REQUIREMENTS:Space Temperature: (Summer/Winter): 75/72; extended hour space**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlet
Data outlets (2)
Special outlets/cable: CCTV
Special Requirements: Provide power for printer; power and low voltage wiring for security camera monitors, local UPS for security equipment, security receptacles and lighting on emergency generator.

ADJACENCIES:Locate near site entrance**OTHER / SPECIAL REQUIREMENTS:**Power for multiple DVR's (or room for computer server)

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LESSOR: SPC GOVERNMENT: SPC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Mail Room Size: 800 Sq. Ft.Description: Mail receiving, sorting and distribution area for NRC and NLSC mail**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Windows /Daylight: Not required
Doors: 3' w x 7' h wood
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Provide built-in casework or custom manufactured postal furnishings

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature: (Summer/Winter): 75/72
Specialty light/controls: Task lighting for mail sorting activities
Special independent ventilation/exhaust system

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlets (2)
Data outlets (3)
Special Requirements: Power for 2 fax machines, 2 copy machines and 3 printers

ADJACENCIES:Near dock**OTHER / SPECIAL REQUIREMENTS:**Provide a copy/print area near mail room.

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Corridors Size: separate areas for NLSC, NRC and shared spaces (390 total Sq.Ft.)**ARCHITECTURAL:**

Clear Ceiling Height: 15' minimum
Windows /Daylight: Consider skylights or clerestory windows to admit daylight
Doors: Fire rated doors may be required
Floor: Sealed, hardened concrete in areas with fork truck traffic
Walls: Durable; consider concrete masonry unit walls
Ceiling: Open to structure in primary halls; provide suspended acoustic panels in NRC work areas and office circulation.

HVAC AND PLUMBING REQUIREMENTS:Space Temperature: (Summer/Winter): 75/72**ELECTRICAL / COMMUNICATIONS:**Receptacles: 20 feet o/c

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LESSOR: 70 GOVERNMENT: SPC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEET

Room Name: Outdoor Storage Size: 12,600 Sq. Ft.

ARCHITECTURAL:

Slab: Sealed, hardened concrete slab for heavy loads

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Special outlets: Provide (4) grounded exterior 20A 120V. outlets and (4) 20A, 1 phase 220V. outlets
Provide power and conduit for video camera(s)

ADJACENCIES:

Locate near truck dock area

OTHER / SPECIAL REQUIREMENTS:

Provide 8' high fence with locking gate around storage area.

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LESSOR: gd GOVERNMENT: ORC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: IT Storage and Server Room Size: 600 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Windows /Daylight: Not required
Doors: 3' w x 7' h wood
Floor: Raised floor – static dissipative VCT or carpet tile
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: 16" high raised floor (24" recommended if ventilation is provided below floor)
Separate from NRC server room with wire mesh partition with gate secured
by card reader as required by NOAA security standards

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature: (Summer/Winter) 72 (45%rh) / 72 (45%rh)
Other: Dedicated 24/7 HVAC system with redundancy, under floor air supply
Clean agent + pre-action fire protection systems.

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlets (4)
Data outlets
Special Requirements: UPS back up, equipment load 75 watts per square foot of room,
Generator emergency power
Under floor power distribution to UPS in equipment racks (6), 208V., single
phase, 30 A.
EPO buttons at room exits
Overhead cable trays with distribution to warehouses 1, 2 and 3
Wiring for (4) worktables including 2 multi outlets + 4 plex at each
workstation, multi-outlet floor box at each workstation.
Task lighting for detailed computer repair tasks.

ADJACENCIES:IT office space

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NOAA National Weather Service

Agency Special Requirements

National Logistics Support Center and National Reconditioning Center
Kansas City, Missouri

D – NLSC Operations

D.1 Description

NLSC manages all receiving, shipping and packing operations, utilizing truck docks and receiving/packing/shipping stations adjacent to the dock area. These operations are serviced with a staff of 29 employees. The basic flow of parts and units to support NWS systems in the field follows this simplified NWS logistical chain:

- a. Defective NWS items are returned from field operations.
- b. NLSC provides logistics processing support to receive the units at the NRC.
- c. NRC Logistics manages and schedules processing and reconditioning operations.
- d. NRC repair shops make the necessary repairs and perform reconditioning.
- e. NRC QC/Inspection tests and verifies the quality of the reconditioned items.
- f. NLSC stores parts and items to fill future orders.
- g. NLSC packages and ships parts and units to fulfill orders.
- h. Repaired and reconditioned items are delivered to the field.

NLSC and NRC operations provide logistical and depot field support for a high volume of mission-critical NWS equipment, including the following:

Critical equipment:

- NEXRAD Radars
- Automated Surface Observing Systems (ASOS)
- NOAA Weather Radio All Hazards
- Upper Air Systems
- Cooperative Observer Equipment (COOP)
- Advanced Weather Interactive Processing System (AWIPS)

Logistics:

- Worldwide distribution of technical stock
- Property accountability
- Reconditioning of electronic field returns
- Emergency field requirements
 - 1) Same day repair
 - 2) Next day delivery
 - 3) Next flight out
 - 4) Chartered air service
 - 5) 24/7 service: on call after 4 PM until 10 PM

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

NLSC operates the Consolidated Logistics System (CLS) to manage parts inventory and provide requisitioning of parts and requisition tracking through a web interface. A dedicated server room with office and storage space is required for the Sun System equipment. The computer space shall be located adjacent to the NRC server room.

D.2 Floor Area Calculation

The table below addresses those spaces provided for NLSC operations in the facility. The individual rooms are indicated as useable area.

NLSC Spaces	Useable Square Feet
Warehouse	99,390
Shipping	1,579
Receiving	1,579
Packaging	10,770
QC Staging	2,400
Photo Station	151
NRC/NLSC Transfer	151
Carpentry Shop	2,635
Equipment Charging	4,152
Hazardous Materials	3,500
Offices	4,250
Office Storage	125
Records Cage	359
Reject Warehouse	1,000
Supply Storage	125
FAA Warehouse	5,000
Circulation / Hallways	9,235
NLSC Useable Total	146,401

D.2 Room Requirements Sheets

The room data charts on the following pages provide a detailed description of the conditions for each NLSC space. These conditions include types of doors, special floor loads, special ventilation requirements and finish material recommendations.

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GOVERNMENT:

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Warehouse Size: 99,39 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 27'
 Windows /Daylight: Clerestory – consider insulated translucent panel (Kalwall or similar)
 Doors: Overhead coiling fire door, high speed roll-up door, man-door
(1 of each door per warehouse section)
 Floor: Sealed, hardened concrete
 Walls: CMU - paint
 Ceiling: Open to structure
 Other/Unique Feature: Provide space for cable pulling equipment and pallet weighing space –
accommodate minimum 20,000 lbs.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature: (Summer/Winter): 85/68, extended hours space.
 Other: rack fire protection from overhead, hose bibb, electric drinking fountain, floor drain

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet
Data outlet
Special Requirements: minimum 20 foot-candles at floor.

Warehouse (section 1)

Voice outlet, location as directed, receptacle on each column.
Lighting by aisle, ¼ of fixtures on 24/7, rest on photocell, motion sensor or both on each fixture.
Cable tray between here and warehouses 2 and 3.

Warehouse (section 2)

Voice outlet, location as directed, receptacle on each column.
Lighting by aisle, ¼ of fixtures on 24/7, rest on photocell, motion sensor or both on each fixture.
(2) 208 volt, 1 phase 30 A receptacles for cable pulling equipment. Disconnect switches above each outlet.
Cable tray between here and warehouses 1 and 3.

Warehouse (section 3)

Voice outlet, location as directed, receptacle on each column.
Lighting by aisle, ¼ of fixtures on 24/7, rest on photocell, motion sensor or both on each fixture.
Cable tray between here and warehouses 1 and 2.

ADJACENCIES:Near dock**OTHER / SPECIAL REQUIREMENTS:**

Separate warehouse into sections (3 recommended) to reduce loss of stock in the event of an emergency.
Warehouse shall have controlled access & alarm monitoring.
Options to reduce floor area: double deep pallets, moveable aisle rack shelving
Include 12 workstation cubicles near dock for material handlers

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Shipping Size: 1,579 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 15'
Windows/Daylight: Not required
Doors: High speed motion activated overhead doors
Floor: Sealed, hardened concrete.
Walls: CMU
Ceiling: Open to structure
Other/Unique Feature: Forklift traffic

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature: (Summer/Winter): 75/72, extended hours space
Other: One hose bibb per pair of doors; trench drain inside by each overhead door

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlets (3)
Data outlets
Special Requirements: Motorized high-speed overhead doors (4) with motion sensors between dock and shipping.

ADJACENCIES:Dock**OTHER / SPECIAL REQUIREMENTS:**Shipping and Receiving areas to share flexible staging space near dock.

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LESSOR: SPD GOVERNMENT: SPC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Receiving Size: 1,579 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 15'
Windows /Daylight: Not required
Doors: High speed motion activated overhead doors
Floor: Sealed, hardened concrete.
Walls: CMU
Ceiling: Open to structure
Other/Unique Feature: Forklift traffic

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature: (Summer/Winter): 75/72, extended hours space
Other: One hose bibb per pair of doors; trench drain inside by each overhead door

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlets (1) + (1) x 1 line
Data outlets
Special Requirements: Motorized high-speed overhead doors (4) with motion sensors between dock and shipping.

ADJACENCIES:Dock, QC staging, NLSC/NRC transfer**OTHER / SPECIAL REQUIREMENTS:**Shipping and Receiving areas to share flex space near dock.

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LESSOR: SD GOVERNMENT: SDC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Packaging Size: 10,770 Sq. Ft.Description: Area for packaging units and parts of non-standard sizes.**ARCHITECTURAL:**

Clear Ceiling Height: 15'
Windows /Daylight: Not required
Doors: Steel overhead if needed
Floor: Sealed concrete
Walls: CMU - paint
Ceiling: Open to structure

HVAC AND PLUMBING REQUIREMENTS:Space Temperature: (Summer/Winter): 75/72, extended hours space.**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlet
Data outlets
Special Requirements: (2) four-plex receptacles at each work table
(4) Foam guns (packaging), 30A, 208V, single phase outlet for each.

ADJACENCIES:Shipping, Receiving, and NLSC/NRC transfer.**OTHER / SPECIAL REQUIREMENTS:**Foaming operation for packaging

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LESSOR: SD GOVERNMENT: SD

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: QC Staging Size: 2,400 Sq. Ft.Description: Staging area for NLSC quality control – incoming and outgoing units and parts.**ARCHITECTURAL:**

Clear Ceiling Height: 15'
Windows /Daylight: Not required
Doors: Steel overhead doors with lock
Floor: Sealed concrete
Walls: Paint
Ceiling: Open to structure

HVAC AND PLUMBING REQUIREMENTS:Space Temperature: (Summer/Winter): 75/72**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlet
Data outlet

ADJACENCIES:Docks and reject warehouse**OTHER / SPECIAL REQUIREMENTS:**Provide secured separate space adjacent to open staging area.

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Photo Station Size: 151 Sq. Ft.Description: Space for photographing units to be posted on inventory website**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Windows /Daylight: Not required
Floor: Sealed concrete
Walls: Paint
Ceiling: Open to structure or suspended acoustical panel system
Other/Unique Feature: Provide blank white wall as backdrop for units

HVAC AND PLUMBING REQUIREMENTS:Space Temperature:(Summer/Winter): 75/72**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlet
Data outlets
Special requirements: Electrical connections to (1) workbench.
Provide incandescent light fixtures.

ADJACENCIES:Shipping and Receiving.**OTHER / SPECIAL REQUIREMENTS:**Work benches shall be anti-static.

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: NLSC-NRC Transfer Size: 151 Sq. Ft.Description: Area of unit and parts transfer between NLSC to NRC**ARCHITECTURAL:**Clear Ceiling Height: 27' recommended (15' minimum)Windows /Daylight: Not requiredDoors: Steel overhead door or gate.Floor: Sealed concreteWalls: CMU - paintCeiling: Open to structureOther/Unique Feature: Forklift traffic**HVAC AND PLUMBING REQUIREMENTS:**Space Temperature: (Summer/Winter): 75/72, extended hours space.**ELECTRICAL / COMMUNICATIONS:**Page/intercom outletVoice outletData outlets (3)Special Requirements: (2) 4-plex electrical outlets.**ADJACENCIES:**Shipping, Receiving, Packaging, NLSC Logistics.

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LESSOR:

GOVERNMENT: STC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Carpentry Shop Size: 2,635 Sq. Ft.Description: NLSC shop area for constructing special packaging**ARCHITECTURAL:**

Clear Ceiling Height: 15'
Windows /Daylight: Not required
Doors: Hollow metal man-door plus steel sectional or coiling overhead door
Floor: Sealed concrete
Walls: CMU
Ceiling: Open to structure
Other/Unique Feature: Cabinets, pallet storage (cantilever racking), lumber storage

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 75/72, extended hours space
Specialty light/controls: Task lighting at power equipment
Other: Compressed air outlets- 20' o.c. along perimeter of room plus (2) overhead reel drops in center of room, hose bibb, sawdust collection system with tempered make-up air.

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet
Special outlets/cable: (2) overhead cord reel drops with 20A, 120V receptacle
Power for (2) saws, each with L6-20R receptacle.
Special Requirements: Wiremold receptacles around perimeter of room, motorized overhead door, push buttons on each side of door.

ADJACENCIES:Near shipping area and dock

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Equipment Charging Size: 4,152 Sq. Ft.Description: Area for charging fork truck batteries**ARCHITECTURAL:**

Clear Ceiling Height: 15'
 Windows /Daylight: Not required
 Doors: Steel sectional or coiling overhead doors, hollow metal man-door
 Floor: Concrete with chemical resistant industrial coating
 Walls: CMU with epoxy coating
 Ceiling: Open to structure
 Other/Unique Feature: Battery charger stands, fork truck traffic

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature: (Summer/Winter): 75/72, extended hours space
 Other: Wall mounted utility sink with hot/cold water, drain and vent
Trench drain at overhead doors, drain to holding tank
Overhead exhaust with tempered make-up air system
Emergency eye wash and shower
Negative pressure in room with a constant outflow of air for ventilation

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet
 Special Requirements: Overhead bus duct for equipment chargers, 36 stations, 208v, 1 phase, 20A each
Motorized overhead door, push buttons on each side of door.
Plugmold receptacles along perimeter walls

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Hazardous Materials Size: 3,500 Sq. Ft.Description: Room for storage of hazardous material waste**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Windows /Daylight: Not required
Doors: Steel sectional or coiling overhead door; hollow metal man-door
Floor: Concrete with chemical resistant industrial coating – provide 4" high containment curb at room perimeter
Walls: CMU with epoxy coating
Ceiling: Open to structure

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature: (Summer/Winter): 75/72, extended hours space
Space pressure: Negative
Other: Hose bibb, emergency eye wash and shower, trench drain discharge to holding tank
Negative pressure in room with a constant outflow of air for ventilation

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet
Special Requirements: Explosion proof lighting and switches
No receptacles in the area – provide receptacles outside of room
Motorized overhead door, push buttons on each side of door.

ADJACENCIES:Near dock

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LESSOR: 70GOVERNMENT: SPC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Offices Size: 4,250 Sq. Ft.ARCHITECTURAL:

Clear Ceiling Height: 9'
Windows /Daylight: Clerestory – consider insulated translucent panel (Kalwall or similar)
Doors: 3' w x 7' h wood
Floor: Carpet tile
Walls: Paint
Ceiling: Suspended acoustic panel system

HVAC AND PLUMBING REQUIREMENTS:Space Temperature:(Summer/Winter): 75/72ELECTRICAL / COMMUNICATIONS:

Special Requirements: Enclosed offices:
4 receptacles per private office
1 dedicated computer outlet per office
2 data outlets per office
2 voice outlets per office

Open Offices:
Power, voice and data feeds to system furniture
Page intercom outlet

ADJACENCIES:Near IT areas, conference room and restrooms, lobby.

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LESSOR: 70 GOVERNMENT: SPC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Office Storage Size: 125 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Windows /Daylight: Not required
Doors: 3' w x 7' h wood
Floor: Carpet or VCT
Walls: Paint
Ceiling: Suspended acoustical panel system

HVAC AND PLUMBING REQUIREMENTS:Space Temperature: (Summer/Winter): 75/72**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlet

ADJACENCIES:Near office spaces

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LESSOR: SPC GOVERNMENT: SPC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Records Cage Size: 359 Sq. Ft.Description: Secure area for storage of archived files**ARCHITECTURAL:**

Clear Ceiling Height: 15'
Windows /Daylight: Not required
Doors: Steel overhead door, hollow metal man-door
Floor: Sealed concrete
Walls: CMU or impact resistant drywall with wire mesh reinforcing
Ceiling: Open to structure
Other/Unique Feature: Accommodate forklift access

HVAC AND PLUMBING REQUIREMENTS:Space Temperature: (Summer/Winter): 85/68**ELECTRICAL / COMMUNICATIONS:**Page/intercom outlet**OTHER / SPECIAL REQUIREMENTS:**Controlled access

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LESSOR: [Signature] GOVERNMENT: [Signature]

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Reject Warehouse Size: 1,000 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 27'
Windows /Daylight: Not required
Doors: Steel overhead doors
Floor: Sealed hardened concrete
Walls: CMU - paint
Ceiling: Open to structure

HVAC AND PLUMBING REQUIREMENTS:Space Temperature: (Summer/Winter): 85/68**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlet
Data outlets
Special Requirements: Receptacle on each column

SPECIAL REQUIREMENTS:Controlled access.

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LESSOR: SP GOVERNMENT: SP

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Supply Storage Size: 125 Sq. Ft.ARCHITECTURAL:

Clear Ceiling Height: 15'
Windows /Daylight: Not required
Doors: Steel overhead door, man-door
Floor: Sealed concrete
Walls: Paint
Ceiling: Open to structure

HVAC AND PLUMBING REQUIREMENTS:Space Temperature: (Summer/Winter): 75/72ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Data outlet

ADJACENCIES:Near dock support areas.OTHER / SPECIAL REQUIREMENTS:Access controlled

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LESSOR: SP GOVERNMENT: SPC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: FAA Warehouse Size: 5,000 Sq. Ft.Description: Warehouse for FAA parts storage**ARCHITECTURAL:**

Clear Ceiling Height: 15'
Windows /Daylight: Not required
Doors: Steel overhead door
Floor: Sealed hardened concrete
Walls: CMU - paint
Ceiling: Open to structure
Other/Unique Feature: Fork truck traffic

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature:(Summer/Winter): 85/68, extended hours space
Special Requirements: Overhead rack fire protection system.

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Special Requirements: Receptacle on each column, lighting by aisle - 1/4 of fixtures on 24/7,
remaining on photocell or motion sensor at each fixture.

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LESSOR: 70 GOVERNMENT: SDC



NOAA National Weather Service

Agency Special Requirements

National Logistics Support Center and National Reconditioning Center
Kansas City, Missouri

E – NRC Operations

E.1 Description

NRC Mission: Perform depot level technical support, repair and inspection of new and repaired stock for the NWS. Equipment repair is to be accomplished in-house or by contract, whichever is most advantageous to the Government. The NRC employs 54 Government employees within 60,000 square feet of office, workspace, and warehouse areas. The NRC supports 13 different programs and about 1,200 different line repairable units (LRUs). Over 12,000 repairs are completed each year, of which about 30% are accomplished by outside vendors. All repairs are fully system tested by the NRC Quality Control Branch if possible, yielding a confirmed received defective rate in the field of less than 2%. Disposable components and LRUs are also inspected by the NRC Quality Control branch before being placed in stock. All assets are tracked and accounted for via the NRC Oracle based computer systems. NRC inventory tracking, asset valuation, and associated operations and processes are audited by NOAA quarterly. A physical inventory audit is performed annually by an independent accounting firm. The basic flow of parts and units to support NWS systems in the field follows this simplified NWS logistical chain:

- a. Defective NWS items are returned from field operations.
- b. NLSC provides logistics processing support to receive the units at the NRC.
- c. NRC Logistics manages and schedules processing and reconditioning operations.
- d. NRC repair shops make the necessary repairs and perform reconditioning.
- e. NRC QC/Inspection tests and verifies the quality of the reconditioned items.
- f. NLSC stores parts and items to fill future orders.
- g. NLSC packages and ships parts and units to fulfill orders.
- h. Repaired and reconditioned items are delivered to the field.

NRC operations provide depot field support for a high volume of mission-critical NWS equipment, including the following:

- a. NEXRAD Radars
- b. Automated Surface Observing Systems (ASOS)
- c. Advanced Weather Interactive Processing System (AWIPS)
- d. NOAA Weather Radio All Hazards
- e. Upper Air Systems
- f. Wind Profiler Radar Systems
- g. Cooperative Observer Equipment (COOP)

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LESSOR: 70 GOVERNMENT: SDC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

E.2 Floor Area Calculation

The table below addresses those spaces provided for NRC. The individual rooms are indicated as useable area.

NRC Spaces	Useable Square Feet
Archives / Storage	525
ART Workroom	1,100
ASOS Calibration Room	1,600
ASOS Workroom	4,700
ASOS Hurricane DCP Mods	144
I.Q.C. Storage Room	250
I.Q.C. Workroom	7,000
I.R.U. Machine Shop	1,000
I.R.U. Media Blasting	300
I.R.U. Paint Booth	250
I.R.U. Parts Cleaning	120
I.R.U. Workroom	3,000
IT Office	500
NRC Logistics Office	1,000
Logistics Staging	9,000
Dual Pole	314
Planar Array & CASA	666
Wind Profiler NEXGEN	270
NEXRAD A.T.E. Workroom	1,586
NEXRAD P.R.U. Workroom	1,543
NEXRAD Q.C. Workroom	2,800
NEXRAD/Wind Profiler Booth.	2,070
ART 2 System & Pedestal	600
NexR.F. Workroom.	2,100
NRC Inventory	3,500
NRC Offices	2,380
Radar pedestal	1,500
Warehouse cages	750
NRC Warehouse	4,000
Special Projects	600
WRIP	325
NWR transmitters	230
Overflow Storage	2,700
Circulation / Hallways	6,970
NRC Useable Total	65,393

In addition to the enclosed spaces above, NRC needs 6,400 s.f. of exterior space for the Wind Profiler antenna field. This exterior space requires adjacency to the exterior wall of the interior Wind Profiler work space. Exterior space is addressed in Section B.

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LESSOR:

GOVERNMENT: SDC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

E.3 Room Requirements Sheets

The charts on the following pages provide a detailed description of the conditions for each proposed room in the NRC area. These conditions include types of doors, special floor loads, unique ventilation requirements, and finish material recommendations.

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LESSOR: 70 GOVERNMENT: SPC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Archives / Storage Size: 525 Sq. Ft.Description: File Storage**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Windows /Daylight: Not required
Doors: 3' w x 7' h
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system

HVAC AND PLUMBING REQUIREMENTS:Space Temperature (Summer/Winter): 75/72**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlet
Data outlets
Power outlet

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LESSOR: SD GOVERNMENT: SDC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: A.R.T. Workroom Size: 1,100 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 15' minimum
Windows /Daylight: Preferred
Doors: 4' w x 8' h hollow metal preferred (3' w x 7' h minimum)
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system

HVAC AND PLUMBING REQUIREMENTS:Space Temperature (Summer/Winter): 75/72**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlet
Data outlets
Special Requirements: Over head cable tray & bus duct
Compressed air outlet

ADJACENCIES:Wind Profiler, IQC

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LESSOR: SD GOVERNMENT: SDC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: ASOS Calibration Room Size: 1600 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 15' (volume must support expansion of spilled nitrogen and allow time for personnel to clear room)
Windows /Daylight: Not required
Doors: Pair 3' w x 7' h hollow metal
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Cart, bench & cabinets.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 75/72
Other: Liquid nitrogen detection and alarm system
Compressed air outlet above counter
Controlled relative humidity level
Limited static electricity levels

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet
Data outlet
Special Requirements: 8 ea 208V., single phase, 30 AMP disconnect with 2 outlets for equipment
(doubled for adding 2nd line to calibration equipment)

ADJACENCIES:IQC, Wind Profiler

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LESSOR: SDC GOVERNMENT: SDC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: ASOC Hurricane DCP Mods Size: 144 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 10'
Windows /Daylight: Preferred
Doors: Pair 4' w x 7' h hollow metal
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system

HVAC AND PLUMBING REQUIREMENTS:Space Temperature (Summer/Winter): 75/72**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlet
Data outlets
Special Requirements: Over head cable tray & bus duct
Compressed air outlet

ADJACENCIES:ASOS Workroom

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: ASOS Workroom Size: 4,700 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 10'
Windows /Daylight: Preferred
Doors: Pair 4' w x 7' h hollow metal
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Cart, forklift, shelving, racks & bins.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 75/72
Other: 7' long stainless steel freestanding 2 compartment scullery sink with drainboards on each side and single swing spout faucet.
Compressed air outlets (9), compressed air outlet above sink.

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet
Data outlets
Special Requirements: Wiring for (9) work benches, (2) 208 volt, 30 Amp, 1 phase disconnect switch and wiring to equipment.

ADJACENCIES:IQC, Wind Profiler

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LESSOR:  GOVERNMENT 

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: I.Q.C. Storage Room Size: 250 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 10'
Windows /Daylight: Not required
Doors: Pair 3' w x 7' h hollow metal
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Carts, shelving, rack storage

HVAC AND PLUMBING REQUIREMENTS:Space Temperature (Summer/Winter): 75/72**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlet
Data outlet

ADJACENCIES:IQC Workroom

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: I.Q.C. Workroom (includes AWIPS and CRS) Size: 7,000 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 15'
Windows /Daylight: Preferred
Doors: (2) 3' w x 7' h hollow metal, (3) pair 4' w x 7' h hollow metal
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Cart & shelving, rack - material handling. Doors must accommodate Environmental Chamber (108" x 96" x 57") and 9' ART antenna dish

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 75/72
Other: Compressed air outlet above the sink, (4) compressed air outlets, 7' long stainless steel freestanding 2 compartment scullery sink with drainboards on each side and single faucet, emergency shower and eye wash station.

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlets (7)
Data outlets (7)
Special Requirements: 208V, 3P, 100 Amp disconnect to Environmental Chamber
208V, 3P, 60 Amp disconnect to Wind Profiler
Wiremold receptacles around perimeter of room
Power poles with power and voice, data to island work benches (6)

ADJACENCIES:IQC Storage.

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LESSOR: SPC GOVERNMENT: SPC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: I.R.U. Machine Shop Size: 1,000 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 10'
Windows /Daylight: Not required
Doors: (2) pair 4' w x 7' h hollow metal
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Cart, bench, and cabinets

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature:(Summer/Winter): 75/72
Other: Compressed air at each work bench
Emergency shower and eye wash

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet
Data outlet
Special Requirements: Wiremold receptacles along perimeter of room
15 Amp, 208V, 3 P. disconnect switch for wiring of lathe
Wiring for workbenches

ADJACENCIES:ASOS, all I.R.U Areas

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LESSOR: 7d GOVERNMENT: SDC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: I.R.U. Media Blasting Size: 300 Sq. Ft.Description: Material prep area for parts being repainted or refinished**ARCHITECTURAL:**

Clear Ceiling Height: 9' minimum
Windows /Daylight: Not required
Doors: (2) pair 3' w x 7' h hollow metal with gasketing/seals
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Cart & work bench – Material Handling.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature:(Summer/Winter): 75/72
Other: Special drain and disposal system
Compressed air outlet
Separate exhaust and tempered make up air system

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet
Data outlet
Special Requirements: Enclosed and gasketed light fixtures

ADJACENCIES:ASOS and all IRU Areas

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LESSOR:

GOVERNMENT:

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: I.R.U. Paint Booth Size: 250 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 9' minimum
Windows /Daylight: Not required
Doors: pair 3' w x 7' h hollow metal, special gasketing/seals
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Cart – material handling

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 75/72
Other: Separate exhaust and tempered makeup air system
Emergency shower and eye wash
Special drain and disposal system
Pre-action fire protection system
Compressed air outlet
Must meet required safety and environmental requirements for airflow

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Special Requirements: Electrical connections to paint booth interlock with supply/exhaust system
Explosion proof electrical devices and lights

ADJACENCIES:ASOS and all IRU Areas**OTHER / SPECIAL REQUIREMENTS:**Packaged paint booth

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LESSOR: SD GOVERNMENT: SDC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: I.R.U. Parts Cleaning Size: 120 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 9' minimum
Windows /Daylight: Not required
Doors: 3' w x 7' h hollow metal
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Cart – Material Handling.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature:(Summer/Winter): 75/72, dedicated 24/7 HVAC system (non-redundant)
Other: Separate exhaust and makeup air system
Emergency shower and eye wash
Compressed air outlet

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Special Requirements: Explosion proof electrical devices and lights

ADJACENCIES:ASOS, all IRU Areas

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: I.R.U. Workroom Size: 3,000 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 15' minimum
Windows /Daylight: Yes
Doors: 3 double doors - 2 pair 4' w. x 7' h. hollow metal
Pair 3' w x 7' h hollow metal. Provide large door for antenna.
Floor: VCT
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Cart, shelving, racks & bins.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 75/72. Dedicated 24/7 HVAC system (non-redundant)
Other: Compressed air outlet above backsplash of sink
Stainless steel freestanding single compartment sink with single faucet
Compressed air outlets (5)

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlets (8)
Data outlets (8)
Special Requirements: Wiring for (8) work benches each with earth ground
(1) 208 V, 30 Amp disconnect switch and receptacle in configuration as
directed

ADJACENCIES:IQC, ART, ASOS Workroom, NEXRAD RF

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LESSOR: SD GOVERNMENT: SDC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: IT Office Size: 500 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Windows /Daylight: Preferred
Doors: 3' w x 7' h, wood
Floor: Static dissipative vinyl or composite tile
Walls: Paint
Ceiling: Suspended acoustical panel system

HVAC AND PLUMBING REQUIREMENTS:Space Temperature (Summer/Winter): 75/72, extended hours space**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlets (5)
Data outlets (5)
Special Requirements: Wiring for (5) workstations including 2 multi outlets + 4 plex at each workstation, multi-outlet floor box at each workstation
Task lighting for detailed computer repair tasks

ADJACENCIES:Office areas, server room**OTHER / SPECIAL REQUIREMENTS:**Co-locate with NLSC IT space

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LESSOR:

GOVERNMENT:

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: NRC Logistics Office Size: 1,000 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Windows /Daylight: Yes
Doors: Pair 3' w x 7' h hollow metal
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustic panel system
Other/Unique Feature: Cart and fork truck traffic. "Hub" of technical areas

HVAC AND PLUMBING REQUIREMENTS:Space Temperature (Summer/Winter): 75/72**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlets (4)
Data outlets (5)
Special Requirements: Wiring for (4) workbenches

ADJACENCIES:Dock, Logistics staging area, workshop spaces

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LESSOR:  GOVERNMENT: 

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Logistics Staging Size: 9,000
7,000 Sq. Ft.Description: Staging area for in and/or outbound units**ARCHITECTURAL:**

Clear Ceiling Height: 27'
Windows /Daylight: Preferred
Doors: Pair 3' w x 7' h hollow metal doors, overhead door or gate
Floor: Sealed concrete
Ceiling: Open to structure
Other/Unique Feature: Cart, forklift & Shelving, racks and cabinets

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 75/72
Other: Compressed air outlets- 20' o.c. along perimeter of room
(2) overhead reel air drops in center of room.
(7' long) stainless steel freestanding 2 compartment scullery sink with drain boards
each side and single faucet

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet
Data outlet

ADJACENCIES:Dock, Logistics offices**OTHER / SPECIAL REQUIREMENTS:**Gate into warehouse

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LESSOR: SPC GOVERNMENT: SPC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Dual Pole Size: 314 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 10'
Windows /Daylight: Preferred
Doors: Pair 3' w x 7' h hollow metal doors, overhead door
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustic panel system
Other/Unique Feature: Carts, shelving, racks & bins storage.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 76/72
Other: Compressed air outlet

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet at each station
Data outlet at each station

ADJACENCIES:

NRC Workrooms, NRC Cages, NRC Warehouse

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LESSOR: 70 GOVERNMENT: ORC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Planar Array & CASA Size: 666 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 10'
Windows /Daylight: Preferred
Doors: Pair 3' w x 7' h hollow metal doors, overhead door
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustic panel system
Other/Unique Feature: Carts, shelving, racks & bins storage.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 76/72
Other: Compressed air outlet

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet at each station
Data outlet at each station

ADJACENCIES:

NRC Workrooms, NRC Cages, NRC Warehouse

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LESSOR:  GOVERNMENT: SPC

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: Wind Profiler NEXGEN Size: 270 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 10'
Windows /Daylight: Preferred
Doors: Pair 3' w x 7' h hollow metal doors, overhead door
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustic panel system
Other/Unique Feature: Carts, shelving, racks & bins storage.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 76/72
Other: Compressed air outlet

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet at each station
Data outlet at each station

ADJACENCIES:

NRC Workrooms, NRC Cages, NRC Warehouse

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NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: NEXRAD A. T. E. Workroom Size: 1,586 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 10'
Windows /Daylight: Preferred
Doors: Pair 3' w x 7' h hollow metal doors, overhead door
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustic panel system
Other/Unique Feature: Carts, shelving, racks & bins storage.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 70/70 - Dedicated 24/7 HVAC system (non-redundant)
Other: Large (7' long) SS freestanding 2 compartment scullery sink with drainboards
each side and single faucet.
Compressed air outlet above backsplash
Compressed air outlets (4) two on each long wall
Local vacuum pump with outlet at test bench

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet at each station (4)
Data outlet at each station (4)
Special Requirements: ATE #1, 208V/3P 60 Amp Disconnect with 40 Amp fuses, Provide earth
ground
ATE #2, 208V/3P 60 Amp Disconnect with plug below, Provide earth ground
RF bench on dedicated circuit provide earth ground

ADJACENCIES:NRC Workrooms, NRC Cages, NRC Warehouse

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LESSOR: GOVERNMENT: 

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: NEXRAD P.R.U. Workroom Size: 1,543 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 10'
Windows /Daylight: Yes
Doors: Pair 3' w x 7' h hollow metal doors
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustic panel system
Other/Unique Feature: Cart Movement, shelving, racks, bin storage.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 70/70 - Dedicated 24/7 HVAC system (non-redundant)
Other: Compressed air outlets (4) two on each long wall
Compressed air outlet at each work bench (4)
Stainless steel freestanding single compartment sink with single faucet

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet at each workstation (4)
Data outlet at each workstation (4)
Special Requirements: (2) 208V/3P 30A Disconnects for wiring equipment
Wiring for (4) work benches
Wiring for (1) work station (cubicle)
Wiring for 10 additional computers in the space

ADJACENCIES:NEXRAD QC, NEXRAD RF

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LESSOR:  GOVERNMENT: 

NOAA NRC-NLSC

Agency Special Requirements for NOAA Lease

ROOM DATA SHEETRoom Name: NEXRAD Q.C. Workroom Size: 2,800 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 10'
Windows /Daylight: Preferred
Doors: Pair 3' w x 8' h hollow metal doors (NEXRAD Transmitters are 89" on a pallet)
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Cart, forklift, shelving, racks & bins – Material Handling.

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 70/70 - Dedicated 24/7 HVAC system (non-redundant)
Other: Compressed air outlets (4) centrally located
Stainless steel freestanding single compartment sink with single faucet

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet
Data outlet
Special Requirements: (1) 200 Amp, 208V, 3 P. UPS with earth ground test bed.
(3) 30 Amp, 208V outlets for RPG and OPUP

ADJACENCIES:NexRad/Wind Profiler Booth, ART, NRC Workrooms

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GOVERNMENT:

SDC

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ROOM DATA SHEETRoom Name: NEXRAD RF Workroom Size: 2,100 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 15'
Windows /Daylight: Preferred
Doors: Pair 4' w x 8' h hollow metal doors
Floor: Sealed concrete
Walls: Paint
Ceiling: Suspended acoustical panel system
Other/Unique Feature: Cart & Pallet Jack. Includes space for NEXRAD Dual Polarization, Planar Array Radar and CASA Short Range Radar work areas

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 70/70
Other: (7' long) SS freestanding 2 compartment scullery sink with drain boards each side and single faucet
Compressed air outlet at each workbench (4) and at sink location

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet (4)
Data outlets (6)
Special Requirements: 208V., 3 P. 30 Amp disconnects for wiring equipment, L21-30R
Wiring for (4) work benches
CCTV cable/monitor to operator station

ADJACENCIES:NEXRAD QC, ART

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ROOM DATA SHEETRoom Name: NEXRAD/Wind Profiler Booth Size: 2,070 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 10' to allow for waveguide
 Windows /Daylight: Not required
 Doors: Pair 3' w x 8' h wood doors (NEXRAD transmitter cabinets are 89" tall on a pallet)
 Floor: VCT
 Walls: Acoustical system with high STC rating.
 Ceiling: Suspended acoustical panel system with high STC rating.
 Other/Unique Feature: Need to contain high decibel equipment and mitigate sound transfer

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 70/70 - Dedicated 24/7 HVAC system (redundant)
 Other: Clean agent fire protection system + pre-action system backup (use fully recessed heads)

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet at each bench
Data outlet at each bench (8)
 Special Requirements: Wiring for (8) work benches each with earth ground
Wiremold receptacles on perimeter of room, receptacles 4' o.c.
400 Amp 3 P., 208V Distribution panel in room with shunt trip, feeds all equipment and receptacles in the room.
EPO button at each exit of room
Power to (4) AC line filters then to transmitter disconnect switches
(4) 208V, 3 P. 100 Amp disconnects for Transmitters
(1) 208V, 3 P. 200 Amp disconnect for Wind Profiler
CCTV connection for monitoring rotating RADAR pedestal

ADJACENCIES:NEXRAD QC, ART, Wind Profiler exterior space

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Room Name: ART 2 System & Pedestal Size: 600 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 10' to allow for waveguide
Windows /Daylight: Not required
Doors: Pair 3' w x 8' h wood doors (NEXRAD transmitter cabinets are 89" tall on a pallet)
Floor: VCT
Walls: Acoustical system with high STC rating.
Ceiling: Suspended acoustical panel system with high STC rating.
Other/Unique Feature: Need to contain high decibel equipment and mitigate sound transfer

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 76/72
Other: _____

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet at each bench
Data outlet at each bench

ADJACENCIES:

NEXRAD QC, ART, NEXRAD/Wind Profiler Booth

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ROOM DATA SHEETRoom Name: NRC Inventory Size: 3,500 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 27'
Windows /Daylight: Not required
Doors: Pair 3' w x 7' h hollow metal doors or steel overhead door
Floor: Sealed concrete
Walls: Paint
Ceiling: Open To structure
Other/Unique Feature: Electric cart, forklift, shelving, racks and cabinets.

HVAC AND PLUMBING REQUIREMENTS:Space Temperature (Summer/Winter): 75/72**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlet

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ROOM DATA SHEETRoom Name: Offices Size: 2,380 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 9'
Windows /Daylight: Yes
Doors: 1 per office – 3' w x 7' h wood
Floor: Carpet
Walls: Paint
Ceiling: Suspended acoustic panel system

HVAC AND PLUMBING REQUIREMENTS:Space Temperature (Summer/Winter): 75/72**ELECTRICAL / COMMUNICATIONS:**Page/intercom outlet

Special Requirements: Enclosed offices:
per private office
1 computer outlet per office
2 Data outlets
2 Voice outlets

Open Offices:
Power, voice and data feeds to system furniture (20)

ADJACENCIES:Near restrooms, conference rooms

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LESSOR:  GOVERNMENT: SRC

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ROOM DATA SHEETRoom Name: Radar Pedestal Size: 1,500 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: Radar pedestal unit with antenna is 26' high – provide clear height of 31' in an area 30' by 30' for pedestal and antenna
 Windows /Daylight: Not required
 Doors: Steel coiling or sectional overhead door if needed
 Floor: Sealed concrete – floor load is approximately 23,000 lbs. on an elevated platform
 Ceiling: Open to structure
 Other/Unique Feature: Provide shelves, racks, work surface and bins nearby.

HVAC AND PLUMBING REQUIREMENTS:Space Temperature (Summer/Winter): 85/68**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlet
Data outlet
Special Requirements: Cable tray or cabling chases and waveguide run support

ADJACENCIES:NEXRAD workrooms**SPECIAL REQUIREMENTS:**

- Approximate rotational radius with antenna "plate": 18'
- Length from center to edge of stairs: 13'
- A volume (L x W x H) of 25' x 20' x 30' is sufficient for radar working area. Building volume needs to account for full operation of the radar including antenna rotation and tilt with attached Dual Pole equipment.
- Maximum pedestal height (height without antenna): 16'-7 ¾" (see NOTE 1)
- Rotational Radius: antenna "dish" radius is 28'. Radome radius is 39'.
- Accommodate space factor for stairs to access the pedestal hatches. These extend 13' from the base of the pedestal. Several cable troughs are required to connect the transmitter/receiver to the pedestal.
- Pedestal weight: 17,220 lbs (weight without antenna).
- Space for static or moveable scaffolding to access Dual Pole equipment mounted on rear of antenna.
- Footprint: 12 x 0.812" holes in a 51.5" bolt circle (see NOTE 2).

NOTE 1: at a maximum, an additional 14' will accommodate an antenna. It is recommended that the volume accommodates the pedestal with antenna for testing purposes.

NOTE 2: Pedestal must be elevated as cables enter from below. The pedestal sits on an 18" high platform to allow the cables to enter from beneath.

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ROOM DATA SHEETRoom Name: Warehouse Cages Size: 750 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 27'
Windows /Daylight: Not required
Doors: Wire caged area, wire lockable doors
Floor: Sealed concrete
Walls: Cages
Ceiling: Open to structure
Other/Unique Feature: Electric cart, shelves and rack

HVAC AND PLUMBING REQUIREMENTS:Space Temperature (Summer/Winter): 85/68**ELECTRICAL / COMMUNICATIONS:**

Page/intercom outlet
Voice outlet
Data outlet
Special Requirements: Receptacle on each column
Lighting by aisle, ¼ of fixtures on 24/7, rest on motion sensor at each fixture.
Power Outlet in IT cage
Compressed air outlet in IT cage

ADJACENCIES:NRC warehouse

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ROOM DATA SHEETRoom Name: NRC Warehouse Size: 4,000 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 27'
Windows /Daylight: Clerestory – consider insulated translucent panel (Kalwall or similar)
Doors: Steel overhead doors
Floor: Sealed hardened concrete
Walls: Chain link fencing
Ceiling: Open to structure
Other/Unique Feature: Electric Cart, shelves and racks

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 85/68
Other: Hose bibb
Compressed air outlet
Emergency shower and eye wash
Floor drain

ELECTRICAL / COMMUNICATIONS:

Page/intercom outlet
Voice outlet – location as directed
Data outlets
Special Requirements: Receptacle on each column
Lighting by aisle, ¼ of fixtures on 24/7, rest on photocell on each fixture.

ADJACENCIES:NRC Logistics and Logistics Staging

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ROOM DATA SHEETRoom Name: Special Projects Size: 600 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 27'
Windows /Daylight: Not required
Doors: 4' x 8' h hollow metal man door
Floor: Sealed concrete
Walls: Paint
Ceiling: Open to structure or suspended acoustical ceiling
Other/Unique Feature: Special Projects includes space for ASOS ACU/DCP, NEXRAD SLEP

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 70/70
Other:

ELECTRICAL / COMMUNICATIONS:

Page/Intercom outlet
Voice outlet
Data outlets(4)
Special Requirements: 208 V., 3 P. outlet; (3) 70 Amp feeds

ADJACENCIES:

NEXRAD work spaces, ASOS work room, radar pedestal

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ROOM DATA SHEETRoom Name: WRIP (Weather Radio Improvement Program) Size: 325 Sq. Ft.**ARCHITECTURAL:**

Clear Ceiling Height: 10'
Windows /Daylight: Not required
Doors: 3' w x 7' h, hollow metal man door
Floor: Sealed concrete
Walls: Paint
Ceiling: Open to structure or suspended acoustical ceiling
Other/Unique Feature: Racks, work tables

HVAC AND PLUMBING REQUIREMENTS:

Space Temperature (Summer/Winter): 75/72
Other:

ELECTRICAL / COMMUNICATIONS:

Page/Intercom outlet
Voice outlet
Data outlets (6)
Special Requirements:
6 individually controlled 120 VAC circuits.
Compressed Air outlet

ADJACENCIES:IQC

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NOAA National Weather Service

Agency Special Requirements

National Logistics Support Center and National Reconditioning Center
Kansas City, Missouri

F – Mechanical and Plumbing Guidelines

F.1 General Requirements: Mechanical and Plumbing

- A. Codes and Standards: The current applicable codes shall be used in the design of this project:
 - 1. International Building Code (IBC)
 - 2. International Mechanical Code (IMC)
 - 3. International Plumbing Code (IPC)
 - 4. International Fire Code (IFC)
 - 5. National Fire Protection Association (NFPA) Codes
 - a. NFPA 13 - Sprinklers
 - b. NFPA 72 - Fire Alarm Systems
 - c. NFPA 90A - HVAC Systems
 - d. NFPA 101 - Life Safety Code
 - 6. National Electric Code (NEC)
 - 7. Americans With Disabilities Act (ADA)
 - 8. American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standards
- B. Sustainable Design: The designer is encouraged to provide the most efficient building possible. It is a requirement of the project to obtain an Energy Star rating of at least 75. ASHRAE Standard 189.1 may also be utilized when developing a sustainable design strategy. Refer to the NOAA "GUIDING PRINCIPLES FOR SUSTAINABLE LEASED SPACE" in Section I.
- C. Building Management System (BMS): The building will be provided with a modern BMS for integration of the building HVAC, lighting and other systems within the facility. Advanced metering may be considered to monitor power, water and gas consumption.
- D. Refer to the room data sheets in Sections C, D and E for additional requirements.

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A handwritten signature in blue ink, appearing to be "JD", written over a horizontal line.

GOVERNMENT:

A handwritten signature in blue ink, appearing to be "STC", written over a horizontal line.

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Agency Special Requirements for NOAA Lease

F.2 Mechanical and Plumbing Systems: General

A. Operating and Testing:

1. The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Provide mains, lines, and meters for utilities. Exposed ducts, piping, and conduits are not permitted in office space.
2. Final Testing and Balancing of HVAC system: A final testing and balancing report shall be submitted, indicating the results of all air and water systems tests. The report shall be signed and sealed by a testing and balancing engineer certified by the Associated Air Balance Council (AABC) or the National Environmental Balancing Bureau (NEBB).

B. System Commissioning:

1. As part of the project, the design must develop and use a commissioning plan to verify that the installation and performance of energy consuming systems meet the Government's project requirements. Incorporate commissioning requirements into the construction documents. Provide to the GSA Engineer a narrative and diagrams indicating how the HVAC system functions.
2. The energy-related systems of the commissioning process activities in the tenant scope include at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls and domestic hot water systems.
3. The commissioning plan shall ensure that the portions of the building covered by the tenant's scope of work comply with ASHRAE/IESNA Standard 90.1-2004 (with all addenda) or the local energy code, whichever is more stringent.
4. Dedicated 24 Hour HVAC System
 - a. Prior to acceptance of the building and when the HVAC systems are 100 percent complete, the Lessor shall demonstrate the operation of the dedicated 24 hour HVAC system to the Government's engineer, as described below. Notification to the engineer shall be at least 5 working days in advance of the date of the test.
 - b. The Lessor shall demonstrate the automatic restart and operation of the dedicated 24 hour HVAC system on emergency power after interruption of normal service. The Lessor shall verify the operation of each cooling unit and redundant units on normal and essential power. The Lessor shall demonstrate the retransfer of HVAC equipment from essential power to normal power.
 - c. The Lessor shall demonstrate the auto start of the redundant cooling units when one of the operating units trips off. The Lessor shall demonstrate the reverse lead and lag cooling unit and shall repeat the demonstration.

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- d. The Lessor shall demonstrate the proper operation of redundant air conditioning units and automatic start of lag unit if lead unit fails. The Lessor shall demonstrate the automatic operation of isolation dampers.
 - 1) The Lessor shall demonstrate the remote annunciation of a failed AHU, due to loss of static pressure, loss of electrical power, or high air temperature.
- e. The Lessor shall demonstrate the remote audible/visual alarm at both the building operator's workstation and the HVAC controls workstation when the cooling system is in alarm due to a failure of a component with the system.
- f. The Lessor shall demonstrate the operation of the air-cooled condensers or dry cooler(s), where applicable.
- g. The Lessor shall demonstrate that all building systems achieve the required energy and water efficiency goals under a fully operational normal facility utilization.

C. Mechanical Design: General

- 1. A professional engineer registered in the State of the project location shall stamp the drawings. Whenever requested by the Government, furnish at no additional cost to the Government, a report by a registered professional engineer to certify that the building electrical system is designed and constructed to meet the requirements of the lease.

D. Additional Design Criteria

<u>Space</u>	<u>Summer</u>	<u>Winter</u>
All spaces, unless noted otherwise	75/50	72/45
IT Server	72/45	72/45
Electrical Rooms	78	55
Mech Spaces	85	55
Warehouse	85	68
Dock	85	68

- a. See the Solicitation For Offer for other thermal comfort requirements.
- 2. People density per code (IBC) requirements.
- 3. Equipment heat loads from ASHRAE Handbook of Fundamentals.
 - a. 80% diversity allowed on printers and personal computers.
- 4. HVAC design shall comply with the latest editions of the ASHRAE Standards.
- 5. Temperature in NEXRAD work spaces housing transmitters shall be maintained at 70 degrees year round per NOAA requirements (currently

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provided in the screen room only). Additional humidity control shall also be provided in the following spaces:

- a. ART Work Room
 - b. ASOS Calibration Room
 - c. ASOS Work Room
 - d. I.Q.C. Work Room
 - e. I.R.U. Work Room
 - f. NEXRAD work rooms
6. Outdoor design conditions are to be from the ASHRAE weather data for the nearest city listing. The winter design conditions will be from the 99.6% column and the summer design conditions from the 0.4% column.

F.3 Compressed Air Systems

- A. The Lessor shall provide an electric motor driven duplex automatic air compressor with each unit sized for 100% of the system requirements, fused disconnect for each motor, combination magnetic starter(s) belt guard and all supporting auxiliary equipment. Provide an adequately sized American Society of Mechanical Engineers (ASME) coded storage tank. Air compressors shall be sized for an operating time of not over 33-1/3% while supporting the entire system. Mount the air compressors and tank assembly on spring vibration isolators. Provide an air filter, pressure reducing valve assembly and flexible connections on compressor piping. Provide an intake air muffler on the compressor intake piping.
- B. It is the requirement of the project to provide a refrigerated air dryer rated to dry the compressor air capacity. Dryer shall be vibration isolated and have a filter, starter, relief valve, and automatic condensate drain. Provide manual bypass around the air dryer.
- C. Air piping shall be copper tubing with bronze or brass solder and screw fittings. Installed tubing shall be tested to demonstrate that it will hold 1.5 times operating air pressure for 24 hours.
- D. Each air outlet shall have a shut-off valve, regulator with gauge and quick-connect fitting.

F.4 Trench Drains

- A. Trench drains shall be sectional cast iron or cast composite pre-sloped trench drain system. Trench drain tops shall be heavy duty capable of supporting truck traffic.
- B. Where holding tanks are indicated, the tank shall be recessed, non-metallic with sealed access openings, remote liquid level indicator and high level warning and alarm.

F.5 Ventilation: Battery Charging Room

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- A. The battery charging room shall be provided with an exhaust and tempered makeup air system. Exhaust hoods shall be provided over each charging station. Makeup air system shall be independent of the building system. Exhaust and makeup air supply fans shall be interlocked.

F.6 Ventilation: Paint Booth

- A. Paint booths shall be provided with exhaust and tempered makeup air. Makeup air system shall be independent of the building system. Exhaust and makeup air supply fans shall be interlocked. Air delivery and exhaust shall be per the paint booth manufacturer's recommendation.

F.7 ASOS Lab – Nitrogen Sensing System

- A. A nitrogen sensing and alarm system, Toxalert or equivalent, shall be installed in the ASOS sensor lab within the ASOS Workroom. The system must be calibrated to the room volume and conditions.

F.8 Dust Collection System – Carpentry Shop

- A. A sawdust collection system shall be provided for the carpentry shop. Collection for two saws, two general drops and four floor sweeps shall be provided. A cyclone type separator with sawdust collection bin shall be provided. Unit shall be located within the carpentry shop with filtered discharge to the outside.

F.9 Building Automation System (BAS)

- A. The building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. Remote access to the BAS is prohibited. Systems shall NOT be connected to facilities extending outside the building such as internet access or telephone access. Coordinate BAS with security system.
 - 1. The BAS shall comply with the latest edition of ASHRAE BACnet Standard 135.
- B. All major equipment controls shall utilize BACnet or LONWORKS protocol and be compatible with the BAS provided.
 - 1. All monitoring and control points available by the local control shall be incorporated into the main BAS control workstation.

F.10 Zone Control Criteria

- A. An individual thermostat control shall be provided for open office areas not to exceed 1,000 ANSI/BOMA Office Area square feet per zone. Interior control zones for closed office areas shall not exceed 5 offices per zone or 1,000 ANSI/BOMA Office Area square feet. Corner offices shall be dedicated zones. Perimeter zones shall be controlled independently of interior zones and shall have at least one thermostat for each facade of the building with a different

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orientation. Independent zones shall be provided for conference rooms, lobbies, atriums, kitchen areas, lounges, and physical fitness areas.

- B. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Refer to the dedicated 24 hour HVAC system section. Special purpose areas with an internal cooling in excess of 5 tons shall be independently controlled.
- C. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of special equipment. Portable space heaters are prohibited from use.

F.11 Supplemental Cooling

- A. The Lessor shall provide supplemental cooling in those rooms identified in the room data sheets.

F.12 Dedicated 24- Hour HVAC System

- A. The Lessor shall provide a dedicated 24 hour HVAC in those rooms identified in the room data sheets.
- B. The Lessor shall provide a dedicated HVAC system, independent of the general building system, that operates 24 hours per day, 365 days per year. The dedicated 24 hour HVAC system shall be flexible to accommodate changes to meet future requirements without causing major disruption to the Tenant's operation. The system shall provide continuous cooling for designated equipment rooms and conditioning of designated office areas when requested by a room-mounted override button.
- C. The Lessor shall be responsible for servicing and performing preventive maintenance for the dedicated 24 hour HVAC system in accordance with the manufacturer's recommendations to improve system reliability and to avoid potential equipment failure for the term of the lease.
- D. The Lessor shall provide instruction to the Tenant-designated employees in the proper operation and utilization of the dedicated 24 hour HVAC system.
- ~~E. All energy costs incurred by the operation of the dedicated 24 hour HVAC system shall be incorporated within the lease rate.~~
- F. Dedicated 24 Hour HVAC System Description
 - 1. Loads: The dedicated 24 hour HVAC system must operate efficiently at partial and full load. The system shall be fully redundant.
 - 2. Generator: All equipment associated with the dedicated 24 hour HVAC system shall be connected to the standby generator supplying essential power.
 - 3. System Sizing: The Lessor shall be responsible for proper sizing of the system to include equipment, personnel, lighting, ventilation, and external

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building cooling loads, including 25 percent over-sizing of all system components beyond present cooling demands. The cooling load calculations shall include the additional cooling and ventilation loads above the typical loads in a standard office space resulting from special equipment located in the areas served by the dedicated 24 hour HVAC system.

4. Equipment Configuration: The dedicated 24 hour HVAC system shall be composed of self-contained units specifically designed for data center applications and using air-cooled condensers to provide proper cooling to the areas served.
5. Air Handling Units: The self-contained computer room cooling (CRAC) units shall be designed for down-flow air distribution below a raised floor and shall consist of a blower section, a filter section, and a coil section, factory connected with access panels on the same side for the blower, filter, coil sections electric reheat, steam humidification and Direct Digital Controls (DDC) controls. The system shall be provided with a unit management system supplied by the unit manufacturer to control the operation of the units, sequence unit operation and prohibit conflicting unit operation. Under floor water detection shall be provided.

G. Automatic Controls for Dedicated 24/7 System:

1. The Lessor shall provide a complete BAS for control and monitoring of all HVAC system components throughout the facility, using DDC, on a common local area communications network (LAN). If integration of the normal and dedicated 24/7 system is too complex or costly, separate automatic control systems may be used. Provided the dedicated 24 hour HVAC system automatic controls comply with the BAS specified in the normal HVAC system.
2. The automatic controls for the normal building HVAC and dedicated 24 hour HVAC systems shall be capable of operation on essential power.

F.13 After-Hours Space

- A. An area designated as an after-hours space is not operated continuously but by its nature can have occupancy at times other than normal working hours. Spaces so designated shall be served by units independent of the other units serving general spaces. Units serving after-hour spaces shall have the ability to be turned on without conditioning the entire facility or other areas not indicated as after-hour spaces. The units shall be connected to the main building heating and cooling sources. Redundant units are not required.

F.14 HVAC Controls Workstation:

- A. HVAC Controls Workstation: The Lessor shall provide an operator's workstation located in a location where the personnel can be notified of the status of the equipment.
- B. The workstation shall be connected to the network (LAN) of the normal HVAC system, and shall be provided with the required software, interactive color

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graphics, printer, and all devices and programming necessary to fully monitor and control the HVAC System.

- C. The workstation monitor shall automatically display failure or trouble alarm conditions of the system by emitting a flashing light and an audible alarm. In particular, a high room ambient temperature indication (above 80 degrees F) from any of the rooms heated and cooled by the dedicated 24 hour HVAC system shall display an alarm condition on the monitor (flashing light and audible alarm).
- D. The Lessor shall establish an interface with password protection to establish the staff allowed to use the workstation and the limitations for access by NWS personnel.
- E. Upon incidence of any alarm indicated herein, the alarm shall be immediately displayed over any currently running applications at HVAC controls workstation.
- F. All alarm conditions shall be annunciated at the Workstation by a flashing light and audible alarm. Coordinate location of the workstation with field office personnel.
- G. All components of the dedicated 24 hour HVAC system shall automatically restart (no manual resetting) after a power interruption.

F.15 Ductwork and Piping

- A. Sound Attenuation: A sound-lined air transfer duct (Z-duct) or sound attenuator shall be provided by the Lessor in return air duct systems where the ducts penetrate walls designated as sound partitions. The sound attenuation for the ducts penetrating these walls shall meet or exceed the same acoustical properties as the rated wall (e.g., STC-45). Sound attenuation performance shall be determined at actual job conditions to verify that normal conversations cannot be overheard on the opposite side of the wall.

F.16 Fire Protection

- A. All areas of the building including that referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*.
- C. Definitions:
 - 1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat

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from fire and discharges water over the fire area. The system includes an adequate water supply.

D. Code references:

1. Codes:

- a. 2006 International Building Code (IBC)
- b. 2006 International Fire Code (IFC)
- c. 2005 NFPA 70, National Electrical Code (NEC)
- d. 2006 NFPA 101, Life Safety Code
- e. 2007 NFPA 72, National Fire Alarm Code

2. NFPA Standards:

- a. 2007 NFPA 13, Installation of Sprinkler Systems
- b. 2007 NFPA 14, Standpipe and Hose Systems
- c. 2007 NFPA 20, Installation of Stationary Pumps
- d. 2007 NFPA 24, Installations of Private Service Mains and Their Appurtenances
- e. 2006 NFPA 90B, Installation of Warm Air Heating and Air Conditioning Systems

- E. Fire suppression systems shall be designed and installed in accordance with NFPA 13, NFPA 14, NFPA 20, the IBC, and the IFC. The building shall be fully sprinklered per NFPA 13.

Occupancy Classifications

<u>Area</u>	<u>Occupancy Classification</u>
Office & Lobby Areas	Light Hazard
Conference Rooms	Light Hazard
Training Rooms	Light Hazard
IT Data Processing Equipment Room	Light Hazard Workrooms
	Ordinary Hazard, Group 1
Carpentry Shop	Ordinary Hazard, Group 2
Parts Cleaning Areas	Extra Hazard, Group 2
Paint Booth Area	Extra Hazard, Group 2
Packaging	Ordinary Hazard, Group 1
Staging/Shipping/Receiving	Ordinary Hazard, Group 1
Loading Dock	Ordinary Hazard, Group 1
Equipment Charging	Ordinary Hazard, Group 1
Hazardous Materials Room	Extra Hazard, Group 1
Warehousing	See following warehouse protection criteria.

- F. Warehousing Protection: The performance concept for the warehouse storage arrangement of commodities is rack storage of materials to a total storage height of 24 feet with a roof height of approximately 27 feet. Warehousing storage shall be protected for a Class IV commodity. Fire suppression for warehouse areas shall utilize ceiling level protection only in accordance with the NFPA 13

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protection schemes for specific application control mode sprinklers or Early Suppression Fast Response (ESFR) sprinklers.

- G. Draft Curtains & Smoke and Heat Vents: Installation of draft curtains and automatic smoke and heat vents in warehouse areas is undesirable to the Government based on the questionable effectiveness of roof venting determined from Factory Mutual (FM) testing. The local code authority should be contacted regarding draft curtain and smoke and heat vent requirements. If required by the local authority, manual operation of smoke and heat vents shall be accomplished by a remote means from a central location within the building rather than at the roof. The automatic operating temperature of smoke and heat vents shall be at least 360°F.
- H. Standpipe and Hose Systems: A separately valved piping system shall be installed for hose connections throughout warehouse areas. Hose connections shall consist of a 2 ½ inch outlet with a 1 ½ inch removable adapter for use with 1 ½ inch hose. Hose connections shall be located at each access opening to each warehouse. Additional warehouse hose connections shall be located so that the maximum path of travel to a hose connection does not exceed 130 feet.
- Hose connections shall be provided in non-warehouse areas which exceed a 200 foot path of travel from an exterior fire department access.
- I. Booster Fire Pump Installation: If required due to the available public water supply, a booster fire pump shall be installed in accordance with NFPA 20. The booster fire pump shall be an electric driven horizontal split-case, centrifugal type. The booster pump and pump accessories shall be located in a protected fire pump room in accordance with NFPA 20, Paragraph 5.12 and located at an exterior wall and provided with access from the outside of the building. If standby generator power is provided, the booster fire pump shall be provided with an automatic controller/transfer switch for operation on standby power.
- J. Water Supply: The facility water supply shall meet the minimum requirements of NFPA 13 for a single connection to a reliable water supply. The water supply shall be capable of delivering the total fire demand for fire suppression and the hose stream requirements per NFPA 13.
- K. Private Service Mains: The locations and types of existing or new municipally owned or new private fire hydrants shall meet the requirements of the building and fire code and local authority. Fire service backflow prevention devices shall comply with local and state regulations.
- L. Special Protection Systems:
1. Provide spray booth operations with sprinkler protection inside of booth and inside of exhaust ducts. Arrange spray booth sprinklers with an isolation control valve.
 2. Provide wet-pipe sprinkler protection for the IT data processing equipment room arranged with an isolation control valve and water flow switch. IT room sprinklers shall be standard response type.

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- M. Above Ground Sprinkler Piping Requirements; In addition to the minimum requirements of NFPA 13, the following criteria apply:
1. Sprinkler systems shall be designed using a minimum system design area of 1,500 square feet and shall not be decreased below this value.
 2. Sprinklers system and standpipe control valves shall be located in accessible spaces. System control valves shall not be located in above-ceiling spaces.
 3. Black steel piping shall be used for all wet-pipe sprinkler piping.
 4. Galvanized piping shall be used for all dry-pipe sprinkler systems.
 5. Steel pipe sizes two inches and smaller shall be Schedule 40 and shall be threaded.
 6. Above ground fire pump suction supply and discharge piping between the fire pump and valve station manifolds shall be Schedule 40.
 7. Steel pipes sizes larger than two inches, other than fire pump suction and discharge piping, shall be minimum Schedule 10. Piping less than Schedule 40 shall be roll grooved.
 8. Threadable lightwall pipe shall not be used.
 9. Steel pipe having a corrosion resistance ration less than one shall not be used.
 10. Plain end fittings shall not be used.

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NOAA National Weather Service

Agency Special Requirements

National Logistics Support Center and National Reconditioning Center
Kansas City, Missouri

G – Electrical Guidelines

G.1 General Requirements

- A. Codes and Standards: The current applicable codes shall be used in the design of this project:
 - 1. International Building Code (IBC)
 - 2. National Fire Protection Association (NFPA) Codes
 - a. NFPA 13 - Sprinklers
 - b. NFPA 72 - Fire Alarm Systems
 - c. NFPA 101 - Life Safety Code
 - 3. National Electric Code (NEC)
 - 4. Americans With Disabilities Act (ADA)
- B. It is a requirement of the project to obtain an Energy Star rating of 75.
- C. Refer to the room data sheets in Sections C, D and E for additional requirements.

G.2 Electrical Power - General

- A. Convenience outlets shall be circuited separately from the lighting.
- B. All branch circuit wiring shall consist of copper conductors. Conductors for branch circuits shall be sized to prevent voltage drop exceeding 3 percent at the farthest receptacle.
- C. The emphasis of the power distribution design for this facility will be to provide a very reliable and high quality power distribution. Power distribution systems shall be protected by integrating transient voltage surge suppression systems.
- D. Ground fault interrupting circuit receptacles shall be used in restrooms, break room counters as elsewhere required by Code or other regulations.

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G.3 Utility General

- A. The underground service shall be designed to provide a reasonable degree of protection from a prolonged electrical outage.
- B. The Lessor shall provide a telephone duct bank, three - four inch conduits with pull strings, from the building to the nearest telephone pole manhole.
- C. The Lessor shall provide a data duct bank, two - four inch conduits with pull strings, to the nearest manhole.

G.4 Electrical Design: General

- A. The designer shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 25 percent spare power load and circuits.
- B. A professional engineer registered in the State of the project location shall stamp the drawings. Whenever requested by the Government, furnish at no additional cost to the Government, a report by a registered professional engineer to certify that the building electrical system is designed and constructed to meet the requirements of the lease.

G.5 Power Sources

- A. The project requires 2 separate and distinct electrical distribution systems within the building, NORMAL and EMERGENCY.
 - 1. Normal Building Power or House Power. This system is used to supply most lighting, building HVAC, and convenience receptacles.
 - 2. Emergency Power is normal power with generator back-up.
- B. Emergency Distribution System.
 - 1. This system is used to support critical communications, data processing, and related HVAC and lighting equipment in the IT Server and support areas. It is typically fed from a 480 volt (V) system. All non-HVAC equipment shall be fed via computer grade shielded isolation transformers at 120/208 V.
 - a. An emergency power distribution panel shall be provided for each of the following:
 - IT server room (UPS, PDU)
 - Life safety loads
 - IT HVAC equipment and auxiliaries.

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2. Power loads for IT equipment loads are indicated on the room data sheets.
 - a. This does not include general building lighting, air conditioning, or normal receptacle loads.
 - b. All panels shall be 3 phase, main circuit breaker, hinged panels.
 - c. All outlets on emergency power shall be clearly marked or identified through a unique color designating the receptacle.
 - d. Panel loads vary according to how room requirements for essential power outlets are met. Provide 25% minimum excess capacity in all panels.
- C. An additional 25% spare capacity will be included in the switchgear calculations to account for future expansion.
- D. All panels shall be hinged panel with lockable door.
- E. All branch circuits shall be copper in conduit with unshared ground and neutral wires. The receptacles serving office equipment and computers shall be provided with individual neutral and neutrals cannot be shared.

G.6 Ground Bus Systems

- A. The building shall have a reference ground in each communications closet. The grounds shall be bonded to the main building grounding point. All requirements for grounding bus bars in individual rooms shall be supported by these risers. The grounds shall be no less than #4/0 American Wire Gauge (AWG) copper.

G.7 Earth Ground System

- A. An earth ground system per National Weather Service (NWS) standards is to be provided in the work rooms and other designated areas. Refer to the attached Exhibit A for the standards.

G.8 Overhead Cable Tray System

- A. An overhead cable tray system employing a center hung divided aluminum cable tray 12 inches wide by 4 inches deep with 6 inch rung spacing shall be provided for the Government's telephone and signal wiring. The overhead distribution system shall be installed in a closed loop configuration throughout the entire facility, such that any area of the facility can be reached from this overhead distribution system with conduit runs of not more than 30 feet. The cable tray loop system shall terminate in closets as directed by the Government. Provide support for a working load of 100 lbs/ linear foot.
- B. The cable tray system shall be installed so that there is at least 12 inches clear space above the cable tray and 4 inches clear space below the cable tray to the nearest other ceiling element (structure, ductwork, terminal boxes, lighting, sprinkler, etc.) There shall also be a minimum of two (2) feet clearance on the sides of the cable tray to allow cable installation and access. During the design

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period, the contractor shall submit for Tenant's approval a plenum "sandwich plan" depicting the locations of all ceiling elements. The Lessor shall ensure that this plan is followed. Where field conditions dictate a minor "crossover" is required or that the clear space must be compromised, the Lessor shall submit such request on an individual basis to the Tenant for approval prior to installation. If approval is not secured in advance, the work shall be removed at the contractor's cost.

G.9 Harmonic Cancellation Transformers

- A. The Lessor shall provide harmonic cancellation transformers meeting C3 requirements for all automated data processing (ADP)/telecommunications equipment (terminals, modems, FM radio, telephone switch) on the ESSENTIAL riser and the SHIELDED riser. The transformers and feeders shall be rated for 100 percent non-linear loads, K-13.

G.10 Emergency Power

- A. In the event of the loss of the utility company power feeder, emergency power shall be provided as follows.
1. An emergency /standby generator set will provide standby power for the emergency loads. The emergency loads include egress lighting, including exterior egress lighting, fire alarm system, security system, telephone switch, generator auxiliaries, mechanical control systems, BAS, emergency power receptacles, exhaust fans serving hazardous materials, lighting for main electrical room, electrical closets, communication closets. Any critical HVAC equipment shall be served by a diesel-driven generator set. As an alternative, a natural gas or propane driven generator may be used. The loads will be transferred to generator power within the code-required 10 seconds. All of the transfer switches will be provided with a maintenance bypass switch to allow maintenance of the switch without disconnecting power to the load.
 - a. The fire pump (if any), fire alarm system, emergency egress lighting, access control systems, and jockey pump (if any) shall be on this generator.
 2. The IT server room computer and support equipment loads shall be powered through a battery backup Uninterruptible Power System (UPS) system to provide uninterrupted power to the Power Distribution Units (PDU), to server racks, computers and support equipment after loss of normal power and prior to generator start up. The UPS system shall provide 5 minutes of full load power. UPS is not required for the IT dedicated HVAC system.
 - a. To reduce the burden on the generator set, the 24 hour essential HVAC system serving the area shall implement a sequenced startup upon a power failure. The HVAC system will initiate steps of motor startup through their building control systems. The HVAC control system shall initiate an automatic restart of systems in a

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defined sequence. This function shall not require the presence of maintenance personnel.

B. Standby Generator Units: General Requirements

1. The engine generator shall be sized to serve approximately 110 percent of design load; ideally it shall run at 60 percent to 80 percent of its rated capacity after the effect of the inrush current declines. The initial voltage drop on generator output due to starting currents of loads must not exceed 15 percent.
2. The Lessor shall provide an engine-generator set, correctly coordinated by the engine-generator manufacturer to ensure an installed rating in the project environment. Each set shall consist of a water cooled diesel engine direct-connected to an air cooled generator having a brushless excitation system and shall be provided with necessary accessories, auxiliaries, appurtenances, control equipment, and cooling systems, resulting in a complete set and, except for external service connections, ready for operation.
3. Critical silencers are required for all generators. The generator will be provided with vibration isolation steel springs mounted to the generator base. These springs will reduce 98% of generator set vibration. All conduit and piping connections to the generator set shall be made via flexible means.
4. ~~Acoustical treatment of the generator room shall be provided.~~ The generator sets, automatic transfer switches and all associated appurtenances will be located ~~inside the building within a two-hour fire rated room.~~ ^{outside of} ~~an enclosure.~~
5. Heat recovery and load shedding shall not be considered. Remote location of radiators shall be designed to avoid excess pressure on the piping seals.
6. Provide permanently installed load bank sized at 50% of generator rating. Load bank shall be factory mounted to the radiator.
7. Generators shall be located at least 100 feet from communications frame equipment to avoid radio frequency interference.
8. Fuel System: The Lessor shall provide gauges, fuel lines, 8-hour day tank, and connections in accordance with the manufacturer's recommendations. Provide direct fuel oil supply and fuel oil return piping to the on-site storage tanks.
9. The standby generator unit shall require the installation of a main above-ground diesel fuel tank with outside fill (tank to hold fuel supply for 40 hours of full load operation). The fuel tank and associated fill and vent lines shall be provided by the Lessor. Fuel tank shall have secondary containment. The fuel tank shall have a gauge that reads in gallons. The fuel tank arrangement and fuel piping shall be double wall. The tank and piping shall have leak detection and alarm in the interstitial space(s).
10. Derangement Annunciator Panel: The Lessor shall furnish and install a flush-mounted derangement annunciator panel. All alarms and emergency generator monitoring functions will be monitored by the generator remote annunciation panel.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	CENTRAL CONTRACTOR REGISTRATION
	18	552.270-31	PROMPT PAYMENT
	19	552.232-23	ASSIGNMENT OF CLAIMS
	20	552.270-20	PAYMENT
	21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION
STANDARDS OF CONDUCT	22	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	52-203-7	ANTI-KICKBACK PROCEDURES
	25	52-223-6	DRUG-FREE WORKPLACE
	26	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	27	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	52-215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	552.270-13	PROPOSALS FOR ADJUSTMENT
	30		CHANGES
AUDITS	31	552.215-70	EXAMINATION OF RECORDS BY GSA
	32	52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	52.233-1	DISPUTES

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LABOR STANDARDS	34	52.222-26	EQUAL OPPORTUNITY
	35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
	39	52.222-37	EMPLOYMENT REPORTS VETERANS
SUBCONTRACTING	40	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)


(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

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4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

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(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (JAN 2011)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the LCO, the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (MAR 2013)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

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it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (JAN 2011)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may obtain satisfaction of this condition by obtaining the services of a licensed fire protection engineer to verify that the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances.

17. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012)

(a) Definitions. As used in this provision—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that—

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(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The offeror will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

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(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

18. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

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(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

19. 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

(Applicable to leases over \$3,000.)

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments

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to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

20. 552.270-20 PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

21. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's *EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice

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for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

22. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
(Applicable to leases over \$5 million and performance period is 120 days or more.)

(a) *Definitions.* As used in this clause—

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"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.



(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or

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closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

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(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

- Monitoring and auditing to detect criminal conduct;
- Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
- Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

- If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

- If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

- The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

- The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

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23. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

24. 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

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"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(5)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(5)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

25. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over \$150,000 average net annual rental including option periods, as well as to leases of any value awarded to an individual.)

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

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"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

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(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

26. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(Applicable to leases over \$5 Million and performance period is 120 days or more.)

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
_____	_____
_____	_____

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

27. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

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(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

28. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$700,000.)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

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(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

29. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed;

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- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

30. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

31. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after

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final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

32. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Certified cost or pricing data.* If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Comptroller General—*

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in

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Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

33. 52.233-1 DISPUTES (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

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(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

34. 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;

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- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

35. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

36. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)
(Applicable to leases exceeding \$3,000.)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

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(3) For long-term contracts—

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

37. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
(Applicable to leases over \$100,000.)

(a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Armed Forces service medal veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

"Disabled veteran" means—

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(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Executive and senior management" means—

(1) Any employee—

(i) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;

(ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(iii) Who customarily and regularly directs the work of two or more other employees; and

(iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or

(2) Any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

"Other protected veteran" means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified disabled veteran" means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

"Recently separated veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

(b) General.

(1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

(i) Recruitment, advertising, and job application procedures.

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(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

(iii) Rate of pay or any other form of compensation and changes in compensation.

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

(v) Leaves of absence, sick leave, or any other leave.

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

(viii) Activities sponsored by the Contractor including social or recreational programs.

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(3) The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000 or more to have an affirmative action program for veterans. See 41 CFR Part 60-300, Subpart C.

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(e) *Postings.*

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(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (52.222-35, Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include—

- (1) Withholding progress payments;
- (2) Termination or suspension of the contract; or
- (3) Debarment of the contractor.

(g) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

38. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
(Applicable to leases over \$15,000.)

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;

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(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating—

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

39. 52.222-37 EMPLOYMENT REPORTS VETERANS (SEP 2010)

(Applicable to leases over \$100,000.)

(a) *Definitions.* As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "other protected veteran," and "recently separated veteran," have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

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(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

40. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
(Applicable to leases over \$30,000.)

(a) *Definition.* "Commercially available off-the-shelf (COTS)" item, as used in this clause—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

- (1) Exceeds \$30,000 in value; and
- (2) Is not a subcontract for commercially available off-the-shelf items.

41. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
(Applicable if over \$700,000.)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

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(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

42. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

(1) (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

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(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, or

(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) (1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUB Zone Help Desk at hubzone@sba.gov.

43. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE III (JUL 2010)
(Applicable to leases over \$650,000.)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC

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direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

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(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with paragraph (I) of this clause. Submit the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-

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owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations; and

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 in accordance with paragraph (I) of this clause. Ensure that its subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (I) of this clause using the eSRS.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating—

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

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(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

- (1) The master plan has been approved;
- (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
- (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

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(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
- (2) An approved plan required by this clause, shall be a material breach of the contract.

(l) *The Contractor shall submit a SF 294.* The Contractor shall submit SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *SF 294.* This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan. For prime contractors the report shall be submitted to the contracting officer, or as specified elsewhere in this contract. In the case of a subcontract with a subcontracting plan, the report shall be submitted to the entity that awarded the subcontract.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(2) *SSR.* (i) Reports submitted under individual contract plans—

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(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve-month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in the eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

44. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$650,000.)

(a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the

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Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

45. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)
(Applicable if over \$25,000.)

(a) *Definitions.* As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Months of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) *Salary and bonus.*
- (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

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- (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d) (1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fars.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fars.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

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- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

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(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR database information is incorrect, the contractor is responsible for correcting this information.

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REPRESENTATIONS AND CERTIFICATIONS
(Acquisition of Leasehold Interests in Real Property)

Solicitation Number
2MO0317

Dated
4/8/2014

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$20.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—
- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:

Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

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- (i) It ☐ is, ☒ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture:]*

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

- (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☒ is not a veteran-owned small business concern.
- (7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

- (i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It ☐ is, ☒ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:]*

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) **Definitions.** As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

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2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It [] has, [X] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It [] has developed and has on file, [X] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that--
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer

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or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that—

- (1) It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☒ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

6. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

7. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds \$100,000)

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- (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

8. 52.209-5 - CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
- (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
- (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
- (D) Have ☐, have not ☒, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a

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business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

9. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- ☒ TIN: [REDACTED]
- ☐ TIN has been applied for.
- ☐ TIN is not required because: _____
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;

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☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- | | |
|---|--|
| <input type="checkbox"/> Sole proprietorship; | <input type="checkbox"/> Government entity (Federal, State, or local); |
| <input type="checkbox"/> Partnership; | <input type="checkbox"/> Foreign government; |
| <input type="checkbox"/> Corporate entity (not tax-exempt); | <input type="checkbox"/> International organization per 26 CFR 1.6049-4; |
| <input type="checkbox"/> Corporate entity (tax-exempt); | <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> |

(f) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

10. 52.204-6 – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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11. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

FOIA, 5 U.S.C. 552
(b)(4) & (6)

DUNS Number

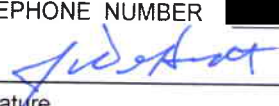
12. CENTRAL CONTRACTOR REGISTRATION (MAY 2012)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <https://www.acquisition.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☐ Registration Active and Copy Attached

☒ Will Activate Registration and Submit Copy to the Government Prior to Award

Contractor has applied for SAM # - See Attached "Work in Progress Notice" from the System for Award Management

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	
	NAME <u>John DeHardt</u>	
	STREET <u>2600 Grand Blvd., Suite 700</u>	
	CITY, STATE, ZIP <u>Kansas City, MO 64108</u>	FOIA, 5 U.S.C. 552
	TELEPHONE NUMBER <u> </u>	(b)(6)
	<u></u>	<u>7-17-14</u>
	Signature	Date

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July 17, 2014

U.S. General Services Administration
Public Building Services
Attn: S. Dennis Clemons
1500 East Bannister Road
Kansas City, MO 64131-3088

Re: Lessor Letter of Clarification - 2MO0317 (NOAA)

Mr. Clemons:

KH Bottspec, LLC hereby provides this Lessor Letter of Clarification to be included as an exhibit to the lease.

Section 3.01 – The parties agree that Davis-Bacon and Related Act Regulations do not apply to this project because Lessor has planned to build this building on a speculative basis.

Section 3.13 – Lessor will provide an automatic fire sprinkler system in accordance with NFPA 13 for the entire building as part of Shell. Any modifications to that system to comply with tenant improvement requirements including racking will be part of TIA.

Section 3.14 – Lessor will provide a fire alarm system in accordance with NFPA 72 for the entire building as part of Shell. Any modifications to that system to comply with tenant improvement requirements including racking will be part of TIA.

Section 3.24 – Permanent partitions for restrooms, mechanical rooms and janitor closets to be constructed as part of Shell will not be extended to structure.

Section 3.27 – Lessor will not provide "spackling or prime painting" on any interior face of the exterior concrete walls as part of Shell.

Section 3.32, A – Lessor will provide 4.5 Watts/SF of 480 V 3-phase power as part of Shell.

Section 4.01B – Lessor shall provide DIDs within 20 Working Days from the conclusion of the DID Workshop.

KH Bottspec, LLC
John DeHardt, Manager

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